

**BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

**AGENDA**

February 22, 2018

6:30 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

Call to Order

Invocation and Pledge of Allegiance by Chairman Eric Maxwell

Acceptance of Agenda

**PROCLAMATION/RECOGNITION:****PUBLIC HEARING:**

1. Consideration of Petition No. 1270-17, Richard C. Dickson, Owner, request to rezone 11.862 acres from A-R to R-45 to develop a single-family residential subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on Dixon Circle with one (1) condition. (pages 4-24)
2. Consideration of Petition No. 1271-18, Rebecca Boyd, Owner, and Randy Boyd, Agent, request to rezone .427 acres of abandoned right-of-way from R-45 & R-40 to R-45 to add to an existing .827 acre R-45 lot; property located in Land lot 250 of the 4th District and fronts on McBride Road and Antioch Road. (pages 25-40)

**CONSENT AGENDA:**

3. Approval of Ordinance 2018-02 to update the Public Swimming Pool, Spa and Recreational Water Park regulations. (pages 41-209)
4. Approval of staff's request for the Board of Commissioners to establish the annual Budget Calendar for Fiscal Year 2019 which begins July 1, 2018 and ends June 30, 2019. (pages 210-211)
5. Approval of staff's request for approval to accept the Assistance to Firefighters Grant for a breathing air compressor in the amount of \$52,000 with the match amount of \$4,727. (pages 212-217)
6. Approval of staff's request to accept the donation of two Physio Control Lucas CPR compression devices from the Fayette Fire Foundation. (pages 218-219)
7. Consideration of staff's recommendation for Fayette County Fire and Emergency Services Department employment contract for Paramedic Training. (pages 220-225)
8. Approval of the January 31, 2018 Board of Commissioners Special Called Meeting Minutes. (pages 226-233)

9. Approval of the February 8, 2018 Board of Commissioners Meeting Minutes. (pages 234-262)

**OLD BUSINESS:**

10. Approval of the January 25, 2018 Board of Commissioners Meeting Minutes. This item was tabled from the February 8, 2018 meeting. (pages 263-274)
11. Consideration of a proposal from Commissioner Brown for changes to the agenda deadline schedule. This item was tabled from the February 8, 2018 meeting. (page 275)
12. Discussion and action related to the complaints and investigation of the working environment of the county's 911 Department. This item was tabled from the February 8, 2018 Board of Commissioners meeting. (pages 276-354)

**NEW BUSINESS:**

13. Consideration of a disclosure of possible conflict of interests from the County Attorney regarding agreements between Fayette County and the Town of Tyrone for the inmate services, recreation services and road paving services agreements. (page 355)
14. Consideration of the updated Inmate Intergovernmental Agreements (IGA) between; (pages 359-377)
- a. Fayette County and City of Peachtree City
  - b. Fayette County and City of Fayetteville
  - c. Fayette County and Town of Tyrone
15. Consideration of the updated Road Resurfacing Intergovernmental Agreements (IGA) between; (pages 378-392)
- a. Fayette County and the City of Peachtree City
  - b. Fayette County and City of Fayetteville
  - c. Fayette County and Town of Tyrone
16. Consideration of the updated Recreation Intergovernmental Agreements (IGA) between; (pages 393-401)
- a. Fayette County and the City of Peachtree City
  - b. Fayette County and Town of Tyrone
17. Consideration of the updated Emergency Services Intergovernmental Agreements (IGA) between Fayette County and the City of Fayetteville. (pages 402-408)
18. Consideration of the Fayette County Service Delivery Strategy (SDS) submittal to the Georgia Department of Community Affairs for approval and authorization for the Chairman to sign all related documents. (pages 409-553)
19. Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Southmill Fayette Homeowners Association (HOA) for tax years 2015, 2016 and 2017 in the total amount of \$3,726.00. (pages 554-556)
20. Discussion to insure that the Annual Retreat format includes all county departments and offices of the Constitution Officers and non-agencies, incorporating discussions related to policy, staffing programming, capital expenses and department goals, and to add an additional day if necessary, and that staff have the retreat books ready for distribution at least five days prior to the Annual Retreat. (page 557)



**PUBLIC COMMENT:**

**ADMINISTRATOR'S REPORTS:**

**ATTORNEY'S REPORTS:**

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

# COUNTY AGENDA REQUEST

Page 4 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of Petition No. 1270-17, Richard C. Dickson, Owner, request to rezone 11.862 acres from A-R to R-45 to develop a single-family residential subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on Dixon Circle with one (1) condition.

## Background/History/Details:

Staff recommends approval of Petition No. 1270-17 with one (1) condition.

The Planning Commission recommended approval of Petition No. 1270-17 with one (1) condition.

Jim Graw made a motion to recommend approval of the Petition No. 1270-17 with one (1) condition. John Culbreth seconded the motion. The motion passed 4-0-1. Danny England was absent.

The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for any required right-of-way prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat. (This condition is to ensure the provision of adequate right-of-way for future road improvements.)

## What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1270-17 with one (1) condition, to rezone 11.862 acres from A-R to R-45 to develop a single-family residential subdivision.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

February 9, 2018

Fayette County Board of Commissioners  
140 Stonewall Avenue West  
Fayetteville, GA 30214

RE: Rezoning Petition 1270-17

Dear Commissioners,

Thank for considering my rezoning petition and for tabling my rezoning petition to give me time to weigh my request. After careful consideration, I am requesting to amend my rezoning petition to reduce the land area. This is permissible under Sec. 110-298, (4) (see below) of the Fayette County Zoning Ordinance with a legal description (see attached) of the reduced area.


Sec. 110-298. - Public hearing before the board of commissioners.

- (4) The board of commissioners may approve an amendment to the applicant's request which would reduce the land area of a rezoning petition (where possible with a legal description only), or change the zoning district requested to one which is less intense, and recommend conditions which may be deemed advisable so that the purpose of this ordinance will be served and the public health, safety, and welfare secured.

The reduced area to be rezoned is depicted on the attached Concept Plan. The remainder of the subject property will remain as A-R. Thank you for consideration of my request.

Sincerely,

Richard C. Dickson



165 Carrington Lane  
Brooks, GA 30205

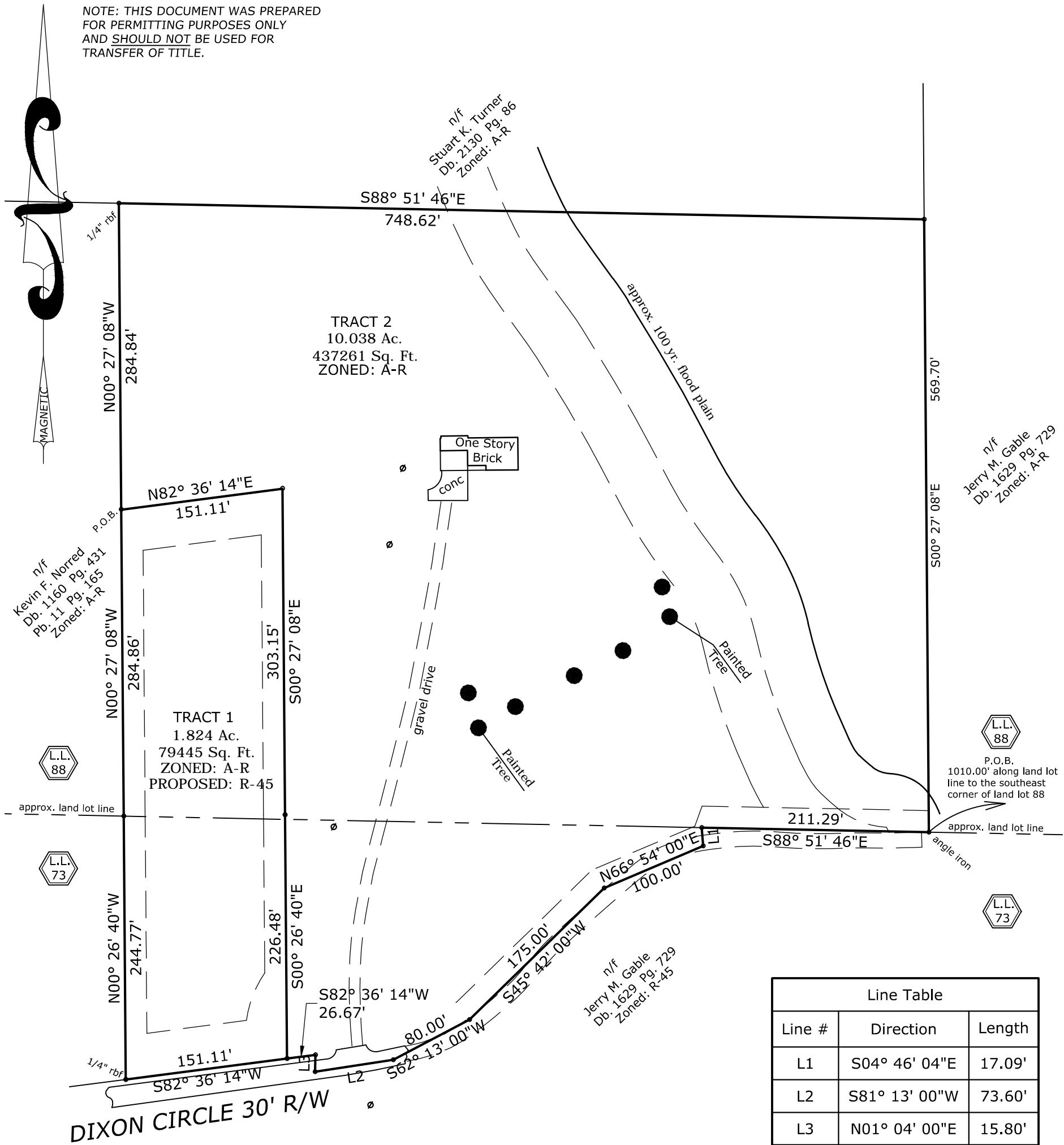
## Tract 1

All that tract or parcel of land lying and being in Land Lot 73 and 88 of the 5TH district of Fayette County, Georgia and being more particularly described as follows:

To locate the true point of beginning, commence at the southeast corner of land lot 88 of the fifth district of Fayette County, Georgia; thence run 1010.00 feet west along the land lot line to an angle iron found; Thence N 00 degrees 27 minutes 08 seconds W for a distance of 569.70 feet to a point; Thence N 88 degrees 51 minutes 46 seconds W for a distance of 748.62 feet to a ¼" rebar found; Thence S 00 degrees 27 minutes 08 seconds E for a distance of 284.84 feet to a point and the TRUE POINT OF BEGINNING. Thence N 82 degrees 36 minutes 14 seconds E for a distance of 151.11 feet to a point; Thence S 00 degrees 27 minutes 08 seconds E for a distance of 303.15 feet to a point; Thence S 00 degrees 26 minutes 40 seconds E for a distance of 226.24 feet to a point on the northern Right of Way of Dixon Circle; Thence proceed along said Right of Way; S 82 degrees 36 minutes 14 seconds W for a distance of 151.11 feet to a ¼" rebar found; Thence N 00 degrees 26 minutes 40 seconds W for a distance of 244.77 feet to a point; Thence N 00 degrees 27 minutes 08 seconds W for a distance of 284.86 feet to THE POINT OF BEGINNING.

Said tract contains 79,445 sq.ft. or 1.824 Acres.

NOTE: THIS DOCUMENT WAS PREPARED FOR PERMITTING PURPOSES ONLY AND SHOULD NOT BE USED FOR TRANSFER OF TITLE.



THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SURVEYOR. ALL INFORMATION REGARDING RECORD EASEMENTS, ADJOINERS AND OTHER DOCUMENTS THAT MIGHT AFFECT THE QUALITY OF TITLE TO TRACT SHOWN WERE NOT SUPPLIED TO THIS OFFICE.

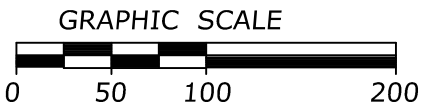
THIS PROPERTY DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN ACCORDING F.E.M.A. FLOOD MAP 13113C0116E DATED 9/26/2008

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

CLOSURE DATA

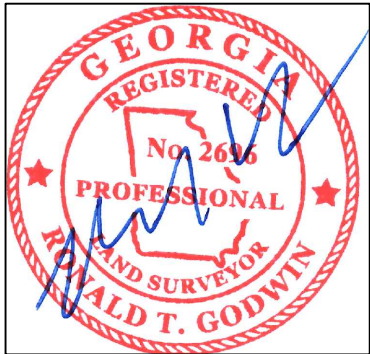
FIELD CLOSURE=1'IN 10,000+  
ANGLE POINT ERROR=< 20"  
EQUIPMENT USED=E.D.M. & THEODOLITE  
ADJUSTMENT METHOD=COMPASS RULE  
PLAT CLOSURE=1'IN 100,000+

A-R BUILDING LINES	R-45 BUILDING LINES
FRONT - 100'	FRONT - 60'
SIDE - 50'	SIDE - 20'
REAR - 75'	REAR - 40'



LEGEND

IPF=IRON PIN FOUND  
IPS=IRON PIN SET  
R/W=RIGHT OF WAY  
MAG= MAGNETIC  
P.O.B.=POINT OF BEGINNING  
B/L=BUILDING LINE  
D.E.=DRAINAGE EASEMENT  
N/F=NOW OR FORMERLY  
F.W.P.D.=FIELD WORK PERFORMED DATE



Prepared For:

**RICHARD DICKSON**

Subdivision: 254 DIXON CIRCLE

Lot: 00

P.B. 10 ~ PG. 101

Land Lot: 73 & 88

District: 5th

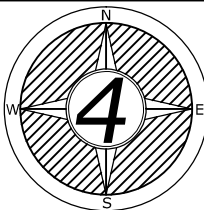
County: FAYETTE, GA

F.W.P.D. 11/13/17

Scale: 1" = 100'

Date: 11/15/17

Job No: 17-121



**FOUR CORNERS SURVEYING™**

P.O. BOX 15  
Tyrone, GA 30290

770-560-3910  
770-560-6930  
FOUR\_CORNERS@BELLSOUTH.NET

**PLANNING COMMISSION RECOMMENDATION****DATE:** January 4, 2018**TO:** Fayette County Commissioners


The Fayette County Planning Commission recommends that Petition No. 1270-17, the application of Richard C Dickson to rezone 11.862 acres from A-R to R-45, be:

X <sup>4-0</sup> Approved      \_\_\_\_\_ Withdrawn      \_\_\_\_\_ Denied


\_\_\_\_\_ Tabled until \_\_\_\_\_


This is forwarded to you for final action.

  
BRIAN HAREN,

  
JOHN CULBRETH,

<sup>NOT PRESENT</sup>  
DANNY ENGLAND

  
AL GILBERT

  
JIM GRAW

**Remarks:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**STATE OF GEORGIA  
COUNTY OF FAYETTE**

**RESOLUTION**

**NO. 1270-17**

**WHEREAS**, Richard C Dickson, Owner, and , Agent, having come before the Fayette County Planning Commission on January 4, 2018, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

**WHEREAS**, said request being as follows: Request to rezone 11.862 acres from A-R to R-45, in the area of Dixon Circle, Land Lot 73 & 88 of the 5th District, for the purpose of developing a Residential; and

**WHEREAS**, the Fayette County Planning Commission having duly convened, and considered said request;

**BE IT RESOLVED** that the decision of the Fayette County Planning Commission, that said request be **APPROVED**.

This decision is based on the following reasons:

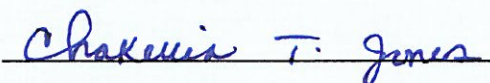
In compliance with the Fayette County Comprehensive Plan.

Compatible with the surrounding area.

**PLANNING COMMISSION  
OF  
FAYETTE COUNTY**

**ATTEST:**

  
\_\_\_\_\_  
**CHAIRMAN**

  
\_\_\_\_\_

**PC SECRETARY**



**Page 2**  
**January 4, 2018**  
**PC Meeting**

**4. Consideration of the Minutes of the meeting held on December 21, 2017.**

Al Gilbert made a motion to approve the minutes. Chairman Haren seconded the motion. The motion passed 4-0-1. Danny England was absent.

**PUBLIC HEARING**

**5. Consideration of Petition No. 1270-17, Richard C Dickson, Owner, request to rezone 11.862 acres from A-R to R-45 to develop a Single-Family Residential Subdivision consisting of three (3) lots. This property is located in 73 & 88 of the 5<sup>th</sup> District and fronts on Dixon Circle.**

Chairman Haren asked if there was anyone who wished to speak in favor of the petition.

Richard Dickson said he was the property owner and was interested in making some smaller lots to sell while keeping the existing house on a larger lot. He added that there has been a long time standing turn around on the subject property that is partially paved and partially gravel and he would like to get a cul-de-sac installed which will allow for the school buses, trucks and garbage trucks that are turning around on the subject property.

Al Gilbert asked Mr. Dickson if he was in agreement with the recommended condition.

Mr. Dickson said he was agreeable with donating the right-of-way.

Chairman Haren read the condition as follows:

The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for any required right-of-way prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat. (This condition is to ensure the provision of adequate right-of-way for future road improvements.)

Mr. Dickson said he agrees to the condition.

Chairman Haren asked if there was anyone who wished to speak in opposition to the petition. Hearing none he brought it back the board.

Jim Graw made a motion to recommend approval of petition 1270-17 with one (1) condition.

John Culbreth seconded the motion.

Chairman Haren said we are missing a member tonight and the petitioner has the right to table the petition until the next meeting where there could be a full board.

Mr. Dickson said he wanted to proceed.

**Page 3**  
**January 4, 2018**  
**PC Meeting**

Phil Mallon said at this time there are no county plans, funding or projects to put in the cul-de-sac turnaround. He added that the property owner could also put in the cul-de-sac turnaround at his expense and that would require a preliminary plat, engineering drawings, paving to County standards and then a Final Plat to create the three (3) lots.

Mr. Dickson said he would not be willing to pay for the cul-de-sac but he is willing to donate the right-of-way. He added that in the past the County has wanted that area for a turnaround for the buses, dumpsters and fire trucks because it is difficult for them to turn around and get back out. He said the previous owner had an issue with vehicles turning around on his property. He stated that he feels like he is helping out by donating the right-of-way for the cul-de-sac. He added that he would like to get all three (3) lots done but if he can only get one (1) additional lot now and the other lots later when a cul-de-sac is installed by the County that is the way he will precede.

Jim Graw said that is something that will be addressed with the preliminary plat and right now we are just considering the rezoning of the property.

Al Gilbert said it is good that Phil Mallon brought this issue up now so all of the parties are aware of the situation.

Chairman Haren called the question and the motion to recommend approval of petition 1270-17 with one (1) condition passed 4-0-1. Danny England was absent from the meeting.

\*\*\*\*\*

Chairman Haren said he would entertain a motion to adjourn the meeting.

Al Gilbert said so moved. John Culbreth seconded the motion and the motion passed 4-0-1. Danny England was absent from the meeting.

The meeting was adjourned at 7:30 pm.

**PLANNING COMMISSION  
 OF  
 FAYETTE COUNTY**

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**BRIAN HAREN, CHAIRMAN**

**ATTEST:**

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**PETITION NO: 1270-17**

**REQUESTED ACTION:** A-R to R-45

**PROPOSED USE:** Residential

**EXISTING USE:** Residential

**LOCATION:** Dixon Circle

**DISTRICT/LAND LOT(S):** 5th District, Land Lot(s) 73 & 88

**OWNER:** Richard C Dickson

**PLANNING COMMISSION PUBLIC HEARING:** January 4, 2018

**BOARD OF COMMISSIONERS PUBLIC HEARING:** January 25, 2018

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**APPLICANT'S INTENT**

Applicant proposes to develop a single-family Residential Subdivision consisting of three (3) lots on 11.862 acres.

**STAFF RECOMMENDATION**

**APPROVAL WITH ONE CONDITION**

**1.**

**1270-17**

## **INVESTIGATION**

### **A. PROPERTY SITE**

The subject property is an 11.862 acre tract fronting on Dixon Circle in Land Lot(s) 73 & 88 of the 5th District. Dixon Circle is classified as a Local road on the Fayette County Thoroughfare Plan. The subject property contains a single-family residence.

### **B. SURROUNDING ZONING AND USES**

The general situation is an 11.862 acre tract that is zoned A-R. In the vicinity of the subject property is land which is zoned A-R and R-45. See the following table and also the attached Zoning Location Map.

The subject property is bound by the following adjacent zoning districts and uses:

<b>Direction</b>	<b>Acreage</b>	<b>Zoning</b>	<b>Use</b>	<b>Comprehensive Plan</b>
North	14.1	A-R	Single-family Residence	Low Density Residential (1 Unit/1 Acre)
South (across Dixon Circle)	18.5	R-45	Undeveloped	Low Density Residential (1 Unit/1 Acre)
	2.58	R-40	Single-family Residence	
	2.5	R-40	Single-family Residence	
East	12.39	R-45	Single-family Residence	Low Density Residential (1 Unit/1 Acre)
West	9.4	A-R	Single-family Residence	Low Density Residential (1 Unit/1 Acre)

### **C. COMPREHENSIVE PLAN**

The subject property lies within an area designated for Low Density Residential (1 Unit/1 Acre). This request conforms to the Fayette County Comprehensive Plan.

### **D. ZONING/REGULATORY REVIEW**

The applicant seeks to rezone A-R from to R-45 for the purpose of developing a single-family Residential Subdivision consisting of three (3) lots on 11.862 acres.

#### **Platting**

Should this request be approved, the applicant is reminded that before any lots can be sold or building permits issued for the proposed subdivision, the subject property must be platted per the Fayette County Subdivision Regulations, as applicable. See Public Works/Engineering comments below.

## **E. REVIEW OF CONCEPT PLAN**

The applicant is advised that the Concept Plan is for illustration purposes only. Any deficiencies must be addressed at the time of submittal of the Preliminary Plat, Final Plat, and/or Site Plan, as applicable.

## **F. DEPARTMENTAL COMMENTS**

### **Water System**

City of Fayetteville Water Service Area.

### **Public Works/Engineering**

Dixon Circle is an existing paved, dead-end road. Turn arounds are made at the end of the road but there is not a designed cul-de-sac or hammer-head road layout. The current road configuration provides approximately 250 feet of road frontage, enough to support development of two lots on the north side of the road.

Construction of a cul-de-sac or a road extension are required for the development of three or more lots. Road improvements necessary to support a development such as this are normally completed by the Developer and then provided to Fayette County through the Final Plat process. In this case, the Developer would have to submit a Preliminary Plat, Construction Plans and then the Final Plat. All plans and field improvements would have to meet the standards and specifications of Fayette County.

Alternatively, if the owner were to develop two lots using the existing road frontage, staff's recommendation to the Board would be for the County to construct a turn-around at some point in the future if the land for a cul-de-sac is dedicated to the County by the owner as part of the development process.

### **Environmental Management**

**Floodplain** The property **CONTAINS AND IS ADJACENT TO** floodplain per FEMA FIRM panel 13113C0116E dated Sept 26, 2008.

**Wetlands** According to the National Wetlands Inventory wetlands are present. A wetland study will be required. Per Section 8-4 of Fayette County Development Regulations, the applicant must obtain all required permits from the U.S. Army Corps of Engineers prior to issuance of any permits from Fayette County for any phase of development affecting wetlands.

**Watershed** Watershed Protection **DOES** apply based on geographic information systems review.

**Groundwater** The property **IS NOT** within a groundwater recharge area.

This development **IS** subject to all applicable development regulations including Watershed Protection and Floodplain Management.

### **Environmental Health Department**

No objections to rezoning.

### **Fire**

Approved

### **STAFF ANALYSIS**

This request is based on the petitioner's intent to rezone said property from A-R to R-45 for the purpose of developing Residential. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for Low Density Residential (1 Unit/1 Acre). This request conforms to the Fayette County Comprehensive Plan.
2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools. The development of the property as depicted on the concept plan will require the construction of a cul-de-sac (see Public Works/Engineering comments above).
4. Existing conditions and the area's continuing development as a single-family residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL WITH ONE CONDITION.**

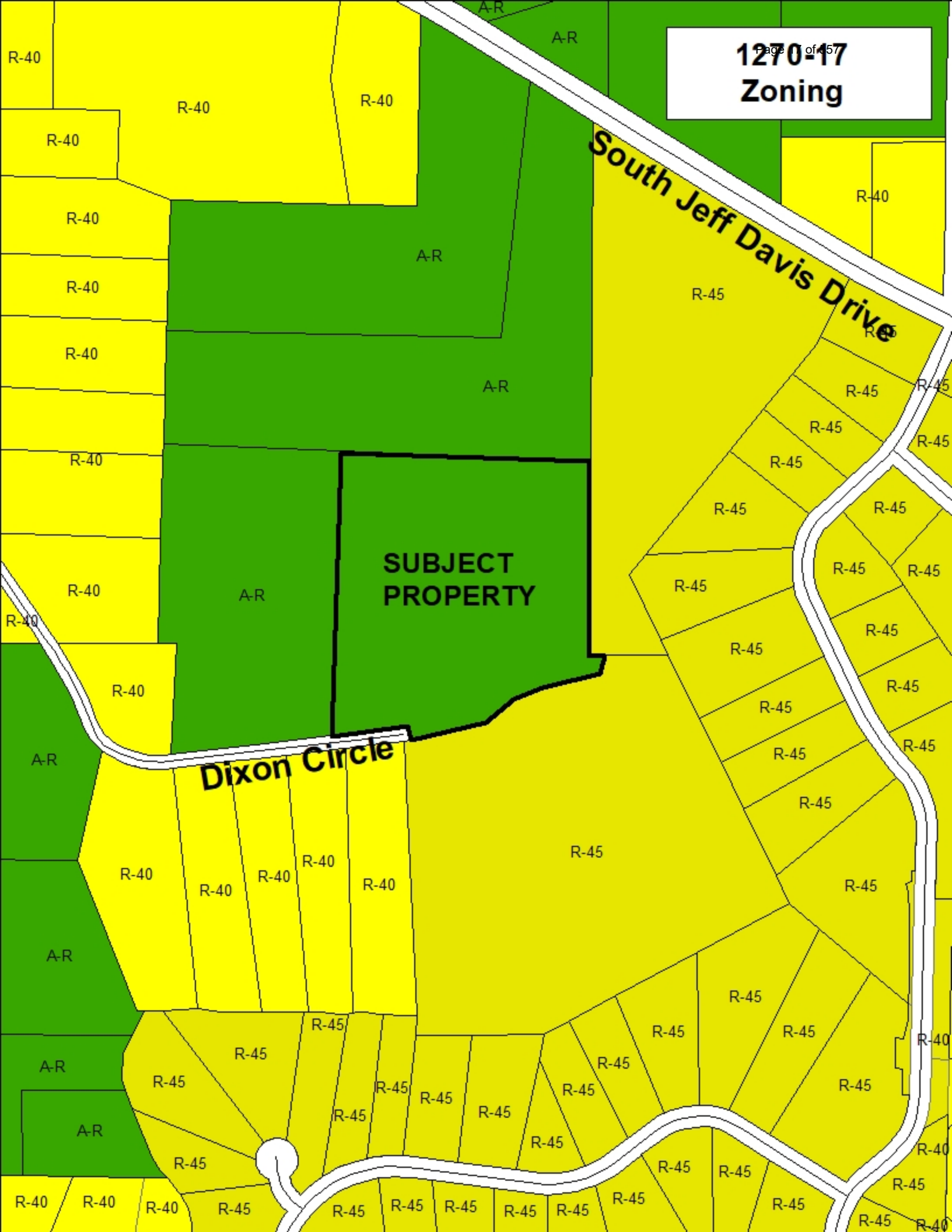
### **RECOMMENDED CONDITIONS**

If this petition is approved by the Board of Commissioners, it should be approved R-45 **CONDITIONAL** subject to the following enumerated conditions. Where these conditions conflict with the provisions of the Zoning Ordinance, these conditions shall supersede unless otherwise specifically stipulated by the Board of Commissioners.

1. The owner/developer shall provide, at no cost to Fayette County, a quit-claim deed for any required right-of-way prior to the approval of the Final Plat and said dedication area shall be shown on the Final Plat. *(This condition is to ensure the provision of adequate right-of-way for future road improvements.)*



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**1270-17  
Zoning**



**South Jeff Davis Drive**

**SUBJECT  
PROPERTY**

**Dixon Circle**

**LOW DENSITY  
RESIDENTIAL**





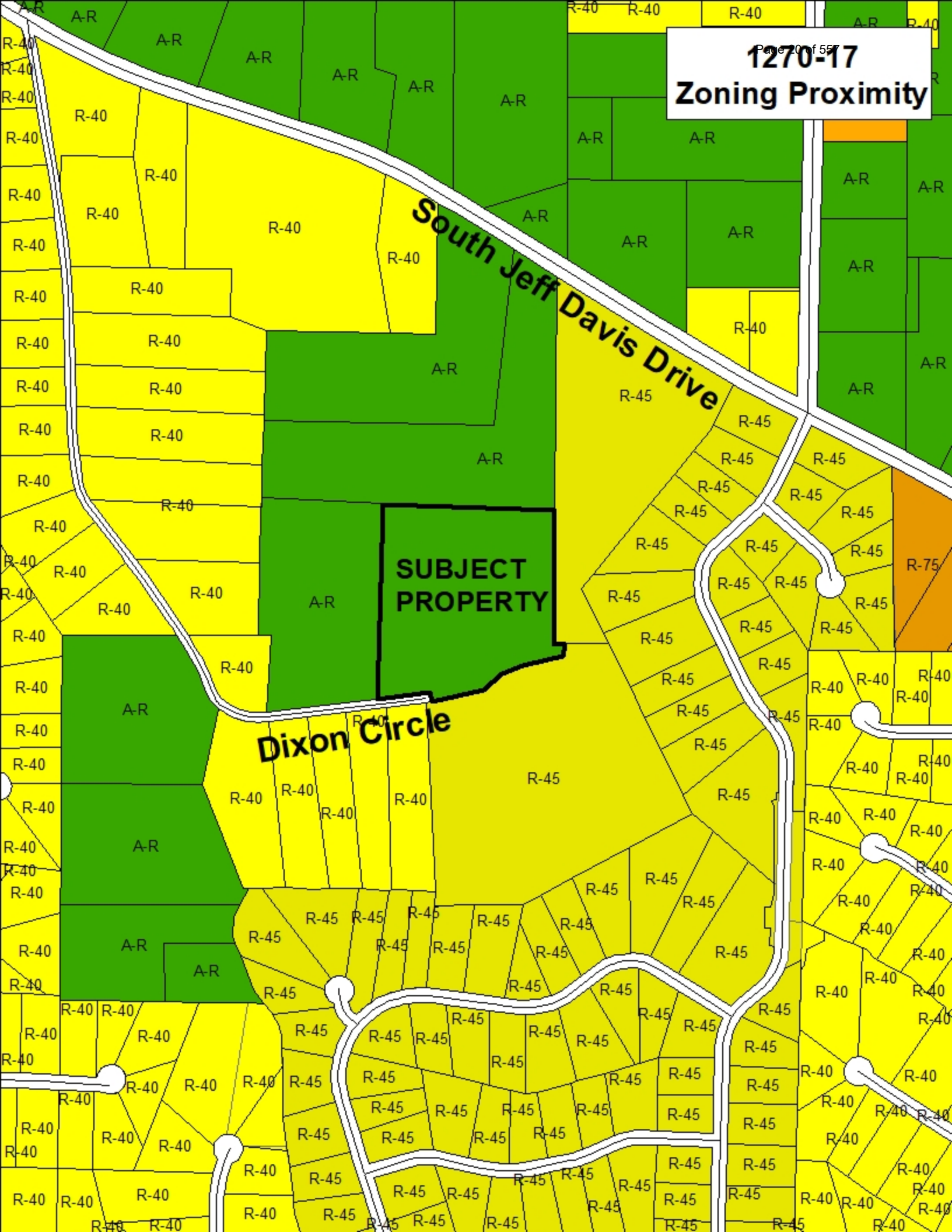
South Jeff Davis Drive

SUBJECT  
PROPERTY

Dixon Circle



**Zoning Proximity**



**APPLICATION TO AMEND  
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA**

PROPERTY OWNERS: Richard C Dickson

MAILING ADDRESS: 165 Carrington Lane Brooks Ga 30205

PHONE: [REDACTED] E-MAIL: [REDACTED]

AGENT FOR OWNERS: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

254 Dixon Circle Fayetteville, GA Rezoning Property Address

PROPERTY LOCATION: LAND LOT 73 LAND DISTRICT 5 PARCEL \_\_\_\_\_  
LAND LOT 88 LAND DISTRICT 5 PARCEL \_\_\_\_\_

TOTAL NUMBER OF ACRES REQUESTED TO BE REZONED: 11.862

EXISTING ZONING DISTRICT: A-R PROPOSED ZONING DISTRICT: R-4S

ZONING OF SURROUNDING PROPERTIES: AR & R-4S

PRESENT USE OF SUBJECT PROPERTY: Residential

PROPOSED USE OF SUBJECT PROPERTY: Residential

LAND USE PLAN DESIGNATION: Low Density Residential

NAME AND TYPE OF ACCESS ROAD: DIXON CIR

LOCATION OF NEAREST WATER LINE: \_\_\_\_\_

(THIS AREA TO BE COMPLETED BY STAFF): PETITION NUMBER: A-677-17 #1270-17

☐ Application Insufficient due to lack of: \_\_\_\_\_

by Staff: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Application and all required supporting documentation is Sufficient and Complete

by Staff: \_\_\_\_\_ Date: \_\_\_\_\_

DATE OF PLANNING COMMISSION HEARING: \_\_\_\_\_

DATE OF COUNTY COMMISSIONERS HEARING: \_\_\_\_\_

Received from \_\_\_\_\_ a check in the amount of \$ \_\_\_\_\_ for application filing fee, and \$ \_\_\_\_\_ for deposit on frame for public hearing sign(s).

Date Paid: \_\_\_\_\_ Receipt Number: 6057548 Sign

6057546 - Application



PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM Page 22 of 557  
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

Richard Dickson  
Please Print Names

Property Tax Identification Number(s) of Subject Property: 0519-042

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 73488 of the 5th District, and (if applicable to more than one land district) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, and said property consists of a total of 11.82 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) (We) hereby delegate authority to N/A to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

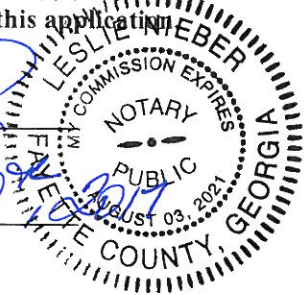
(I) (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

Richard Dickson  
Signature of Property Owner 1

165 Carrington Lane  
Address Brooks Ga 30205

Leslie Weber  
Signature of Notary Public

November 30th 2017  
Date



\_\_\_\_\_  
Signature of Property Owner 2

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Property Owner 3

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Date

# AGREEMENT TO DEDICATE PROPERTY FOR FUTURE RIGHT-OF-WAY

I/We, Richard C. Dickson, said property owner(s) of subject property requested to be rezoned, hereby agree to dedicate, at no cost to Fayette County, 30 feet of right-of-way along northside as measured from the centerline of the road.

Based on the Future Thoroughfare Plan Map streets have one of the following designations and the Fayette County Development Regulations require a minimum street width as specified below:

Local Street (Minor Thoroughfare) 60 foot right-of-way (30' measured from each side of road centerline)

Collector Street (Major Thoroughfare) 80 foot right-of-way (40' measured from each side of road centerline)

Arterial Street (Major Thoroughfare) 100 foot right-of-way (50' measured from each side of road centerline)

Sworn to and subscribed before me this 30 day of November, 2017.

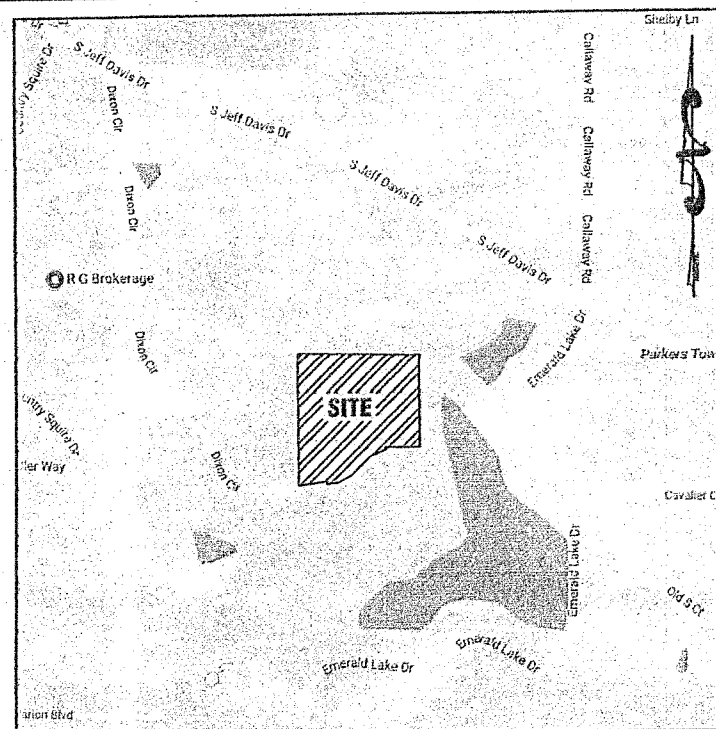
Richard Dickson  
SIGNATURE OF PROPERTY OWNER

N/A  
SIGNATURE OF PROPERTY OWNER

Adriene S. Dixon  
NOTARY PUBLIC







**VICINITY MAP**  
(NOT TO SCALE)

**GENERAL NOTES:**

- OWNER/DEVELOPER:**  
Richard C. Dickson  
165 Carrington Lane  
Brooks, GA 30205  
(770)289-7244 cell
- SURVEYOR:**  
Four Corners Surveying, L.L.C.  
P. O. Box 15  
Tyrone, GA 30290  
770-560-3910  
770-823-9377  
four\_corners@bellsouth.net
- CLOSURE DATA:**  
Field Closure=1" IN 10,000+  
Angle Point Error=< 20"  
Equipment Used=Topcon 3005W,  
Sokkia SX, & Topcon Hyper GA GPS System  
Adjustment Method=Compass Rule  
Plat Closure=1" IN 100,000+
- SITE DEVELOPMENT DATA:**  
Location: Land Lot 73 & 88 of the 5th District, Fayette County, Georgia  
Site Data = 3 Lots  
Total area of project = 11.862 Acres 516,706 Sq. Ft.
- Tax Parcel ID:** 0519 042
- MINIMUM DIMENSIONAL ZONING REQUIREMENTS:**  
For R-45 Zoning district  
Minimum floor area of house = 1,800 SF  
Minimum lot size = 1.5 ACRES  
Front yard = 60' Arterial/Collector, 40' Local  
Side yard = 20'  
Rear yard = 40'  
Maximum height of structure = 35'
- Fayette county does not accept the ownership maintenance or responsibility for any drainage easement or overall drainage plan or the lack of one indicated by this plat.
- Capped 1/2" re-bar to be set at all lot corners unless otherwise noted.
- A portion of this property does lie within a special flood hazard area according to FEMA Flood Insurance Rate Map #13113C0116E dated September 26, 2008.
- There appears to be state waters on this property.
- There are wetlands on this property as per Fayette County GIS.
- There are no groundwater recharge areas on the property.
- This survey is subject to all easements right-of-way and restrictions shown or not shown, recorded or not recorded.
- This survey was performed without the benefit of a current and accurate title search, therefore any covenants, easements, and restrictions of record are to be incorporated with this plat.
- Sewer service provided by individual septic systems on each lot.
- Lots water service to be provided by individual wells on each lot.
- All distances shown are horizontal ground distance. No conversion factor used.
- Plat is oriented to state plane north.
- There is an existing structure to remain.
- Each residential building lot has a minimum contiguous area that is free and clear of zoning setbacks, watershed protection buffers and setbacks, jurisdictional wetlands, and easements of any kind.

**OWNER'S CERTIFICATE**

We, the undersigned owner(s) of the Richard C. Dickson Subdivision, hereby dedicate the rights-of-way for public use, and/or reserve for public use the easements and other ground shown on this plat.

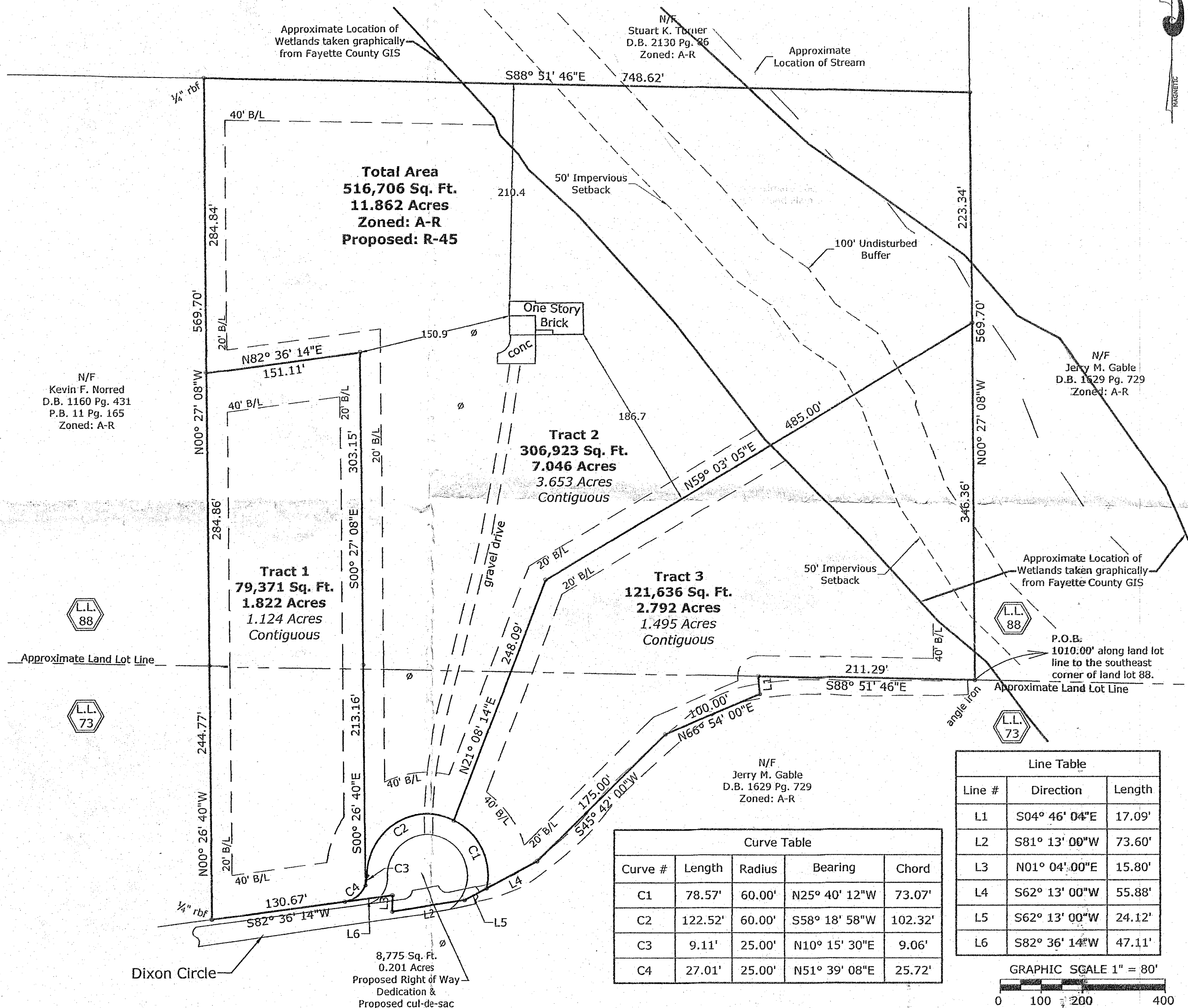
We the undersigned owner(s) understand this Minor Subdivision Plat and any Maintenance Bond and/or Irrevocable Letter-of-Credit shall expire and thus become void if the Minor Subdivision Plat is not recorded into the Fayette County Clerk of Superior Court records within 90 calendar days ( ) of the date of approval by the Panning Commission.

Owner \_\_\_\_\_ Date \_\_\_\_\_ Owner \_\_\_\_\_ Date \_\_\_\_\_

**LEGEND:**

OTP=OPEN TOP PIPE  
RBF=REBAR FOUND  
RBS=REBAR SET  
R/W=RIGHT OF WAY  
L.L.=LAND LOT  
MFFE=MINIMUM FINISHED FLOOR ELEVATION  
D.E.=DRAINAGE EASEMENT  
P.O.B.=POINT OF BEGINNING  
B/L=BUILDING LINE  
N/F=NOW OR FORMERLY  
F.W.P.D.=FIELD WORK PERFORMED DATE

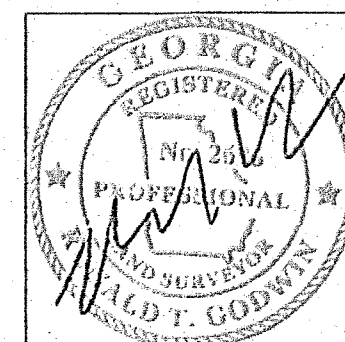
**Concept Plan for  
Dixon Circle**  
Land Lot 73 & 88 of the 5th District  
Fayette County, Georgia  
November 30, 2017



Curve Table				
Curve #	Length	Radius	Bearing	Chord
C1	78.57'	60.00'	N25° 40' 12"W	73.07'
C2	122.52'	60.00'	S58° 18' 58"W	102.32'
C3	9.11'	25.00'	N10° 15' 30"E	9.06'
C4	27.01'	25.00'	N51° 39' 08"E	25.72'

Line Table		
Line #	Direction	Length
L1	S04° 46' 04"E	17.09'
L2	S81° 13' 00"W	73.60'
L3	N01° 04' 00"E	15.80'
L4	S62° 13' 00"W	55.88'
L5	S62° 13' 00"W	24.12'
L6	S82° 36' 14"W	47.11'

GRAPHIC SCALE 1" = 80'  
0 100 200 400



**DISCLAIMER:**

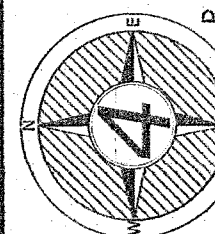
Information regarding the reputed presence, size, character and location of existing underground utilities and structures is shown hereon. There is no certainty of the accuracy of this information and it shall be considered in that light by those using this drawing. The location and arrangement of underground utilities and structures shown hereon may be inaccurate and utilities and structures not shown may be encountered. The owner, his employees, his consultants and his contractors shall hereby distinctly understand that the surveyor is not responsible for the correctness or sufficiency of this information. This survey was performed without the benefit of a current and accurate title search, therefore any covenants, easements, and restrictions of record are to be incorporated with this plat.

**SURVEYOR'S CERTIFICATE:**

I hereby certify that this plat is a true representation of the results of an actual survey by me or under my supervision, conforming to the normal standards of care of professional surveyors practicing in the state of Georgia and that all monuments shown hereon actually exist or are marked "Future" and their location, size, type, and material are correctly shown.

BY: GA RLS Ronald T. Godwin 2696 Registered Land SURVEYOR No. 11/30/17 Date

**FOUR CORNERS  
SURVEYING**



REVISION	DATE	DESCRIPTION

**Richard C. Dickson**  
254 Dixon Circle

Land Lot 73 & 88 of the 5th District Fayette County, Georgia  
JOB NUMBER: 17-121 Concept  
DATE: 11/30/2017 DRAWN BY: JCB SCALE: 1" = 80'

**SHEET**

**1**  
**OF**

ONE

# COUNTY AGENDA REQUEST

Page 25 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of Petition No. 1271-18, Rebecca Boyd, Owner, and Randy Boyd, Agent, request to rezone .427 acres of abandoned right-of-way from R-45 & R-40 to R-45 to add to an existing .827 acre R-45 lot; property located in Land lot 250 of the 4th District and fronts on McBride Road and Antioch Road.

## Background/History/Details:

Staff recommends approval of Petition No. 1271-18.

The Planning Commission recommended approval of Petition No. 1271-18.

Al Gilbert made a motion to recommend approval of Petition 1271-18. John Culbreth seconded the motion. The motion passed 5-0.

## What action are you seeking from the Board of Commissioners?

Approval of Petition No. 1271-18, to rezone .427 acres from R-45 & R-40 to R-45 to add to an existing .827 acre R-45 lot.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

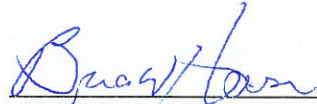
## Staff Notes:

**PLANNING COMMISSION RECOMMENDATION****DATE:** February 1, 2018**TO:** Fayette County Commissioners

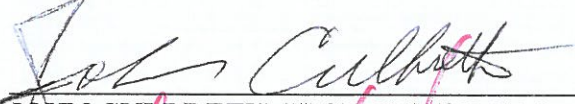
The Fayette County Planning Commission recommends that Petition No. 1271-18, the application of Rebecca Y. Boyd to rezone .471 acres from A-R to R-45, be:

  x   Approved <sup>50</sup>        Withdrawn        Denied  
       Tabled until \_\_\_\_\_

This is forwarded to you for final action.



\_\_\_\_\_  
 BRIAN HAREN, CHAIRMAN



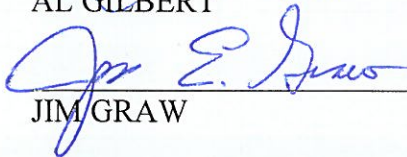
\_\_\_\_\_  
 JOHN CULBRETH, VICE-CHAIRMAN



\_\_\_\_\_  
 DANNY ENGLAND



\_\_\_\_\_  
 AL GILBERT



\_\_\_\_\_  
 JIM GRAW

**Remarks:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**STATE OF GEORGIA  
COUNTY OF FAYETTE**

**RESOLUTION**

**NO. 1271-18**

**WHEREAS**, Rebecca Y. Boyd, Owner, and Randy M. Boyd, Agent, having come before the Fayette County Planning Commission on February 1, 2018, requesting an amendment to the Fayette County Zoning Map pursuant to "The Zoning Ordinance of Fayette County, Georgia, 2010"; and

**WHEREAS**, said request being as follows: Request to rezone .471 acres from A-R to R-45, in the area of Antioch Road and McBride Road, Land Lot 250 of the 4<sup>th</sup> District; and

**WHEREAS**, the Fayette County Planning Commission having duly convened, and considered said request;

**BE IT RESOLVED** that the decision of the Fayette County Planning Commission, that said request be **APPROVED**.

This decision is based on the following reasons:

Compatible with the surrounding area.

**PLANNING COMMISSION  
OF  
FAYETTE COUNTY**

**ATTEST:**

  
\_\_\_\_\_  
**BRIAN HAREN, CHAIRMAN**

  
\_\_\_\_\_

**PC SECRETARY**

**THE FAYETTE COUNTY PLANNING COMMISSION** met on February 1, 2018 at 7:00 P.M. in the Fayette County Administrative Complex, 140 Stonewall Avenue West, Fayetteville, Georgia.

**MEMBERS PRESENT:** Brian Haren, Chairman  
John H. Culbreth, Sr., Vice-Chairman  
Danny England  
Al Gilbert  
Jim Graw

## **PUBLIC HEARING**

- 2. Consideration of Petition No. 1271-18, Rebecca Boyd, Owner, and Randy Boyd, Agent, request to rezone .427 acres of abandoned right-of-way from R-45& R-40 to R-45 to add to an existing .827 acre R-45 lot. This property is located in Land Lot 250 of the 4th District and fronts on McBride Road and Antioch Road.**

Chairman Haren asked if there was anyone who wished to speak in favor of the petition.

Randy Boyd said his wife owns the lot and about this time last year he had made a request to the Board of Commissioners to abandon this property which is the old roadbed of McBride Road. He added at that time Dan Stinchcomb owned the corner lot and he was one of the owners of the 15 acres to the south which was zoned R-40 in 1972 and is now being subdivided into five (5) lots. He stated it is not clear what the zoning is on abandoned right-of-way but he was concerned and wanted the subject property officially rezoned to R-45 so it could be added the R-45 property to the north.

Chairman Haren asked if there was anyone who wished to speak in opposition of the petition.

Rodney and Rose Carter said they were just there to see what the request was as they had to rezone to two (2) acres sometime back and they were curious about the one (1) acre zoning.

Randy Boyd said the property on the corner of McBride Road and Antioch Road was created when the County realigned the intersection. He added that the dedication of the right-of-way for the realignment was a condition of rezoning for the R-45 subdivision to the north.

Jim Graw asked Randy Boyd if his wife now owns the subject property.

Randy Boyd said his wife now owns the subject property.

Jim Graw asked if the County has any interest in the property.

Randy Boyd said the Board of Commissioners abandoned the subject property.

Al Gilbert made a motion to recommend approval of Petition 1271-18. John Culbreth seconded the motion.

Chairman Haren said for clarification you (Randy Boyd) are proposing to add the entire abandoned right-of-way to the property to the north.

Randy Boyd said that was correct.

Jim Graw asked how big the subject property is.

Randy Boyd just less than .5 acres and the corner lot is about .8 acres so the resulting lot will be more than one (1) acre.

Chairman Haren called the question. The motion passed 5-0.

**PETITION NO: 1271-18**

**REQUESTED ACTION:** R-45 & R-40 to R-45

**PROPOSED USE:** Residential

**EXISTING USE:** Residential

**LOCATION:** McBride Road and Antioch Road

**DISTRICT/LAND LOT(S):** Land Lot 250 of the 4<sup>th</sup> District

**OWNER:** Rebecca Boyd

**PLANNING COMMISSION PUBLIC HEARING:** February 1, 2018

**BOARD OF COMMISSIONERS PUBLIC HEARING:** February 22, 2018

---

**APPLICANT'S INTENT**

Applicant proposes to rezone abandoned right-of-way to add to an existing R-45 lot.

**STAFF RECOMMENDATION**

**APPROVAL**

**1.**

**1271-18**



## **INVESTIGATION**

### **A. PROPERTY SITE**

The subject property is a .471 acre tract in Land Lot 250 of the 4th District. The subject property is the former road bed of an abandoned portion of McBride Road. The Board of Commissioners voted to abandon the 40 foot right-of-way on January 26, 2017. One half of the abandoned right-of-way was then deeded back to the two adjacent property owners. The applicant has since acquired all of the abandoned right-of-way and intends to combine it with the .827 acre R-45 lot to the north to create a 1.298 acre R-45 lot. The .827 acre R-45 lot was created when the County moved McBride Road to align its off-set intersection on Antioch Road. The dedication of right-of-way for this realignment was a condition of rezoning petition 736-89. Based on the premise that abandoned right-of-way assumes the zoning of the adjacent properties (R-45 and R-40) it is being deeded back to, the applicant is requesting that the subject property be rezoned to R-45.

## **STAFF ANALYSIS**

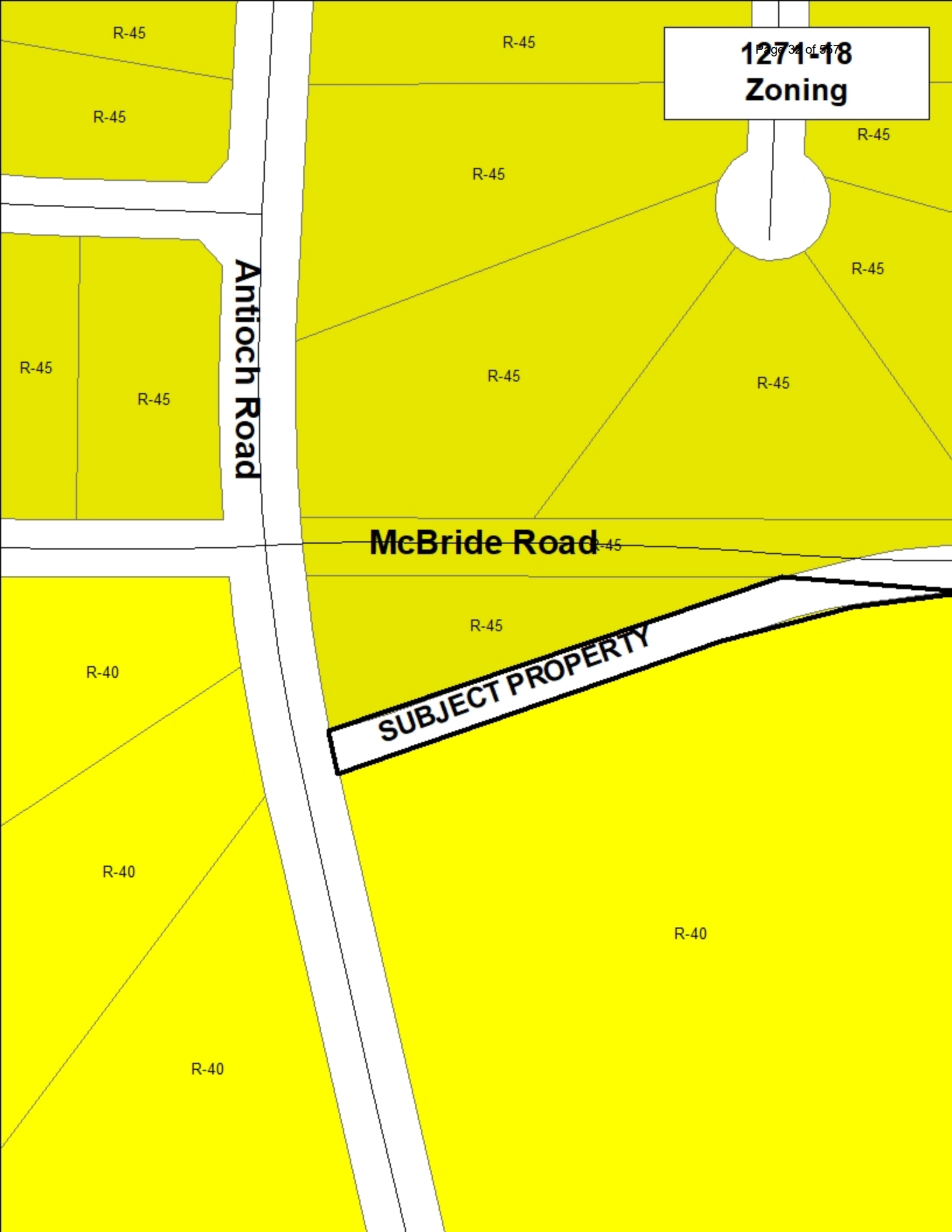
This request is based on the petitioner's intent to rezone said property from R-45 & R-40 to R-45 for the purpose of adding the subject property to an existing lot. Per Section 110-300 of the Fayette County Zoning Ordinance, Staff makes the following evaluations:

1. The subject property lies within an area designated for Rural Residential – 3 (1 Unit/3 Acres). This requested zoning district does not conform to the Fayette County Comprehensive Plan per se. However, the purpose of this rezoning is not to create a one (1) acre subdivision development but rather is a “housekeeping” function to add the abandoned right-of-way to an existing R-45 lot.
2. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property.
3. The proposed rezoning will not result in a burdensome use of roads, utilities, or schools.
4. Existing conditions and the area's continuing development as a single-family residential district support this petition.

Based on the foregoing Investigation and Staff Analysis, Staff recommends **APPROVAL**.

Page 32 of 57

**1271-18  
Zoning**



RURAL  
RESIDENTIAL  
- 2

Antioch Road

McBride Road

SUBJECT PROPERTY

RURAL  
RESIDENTIAL  
- 3



Antioch Road

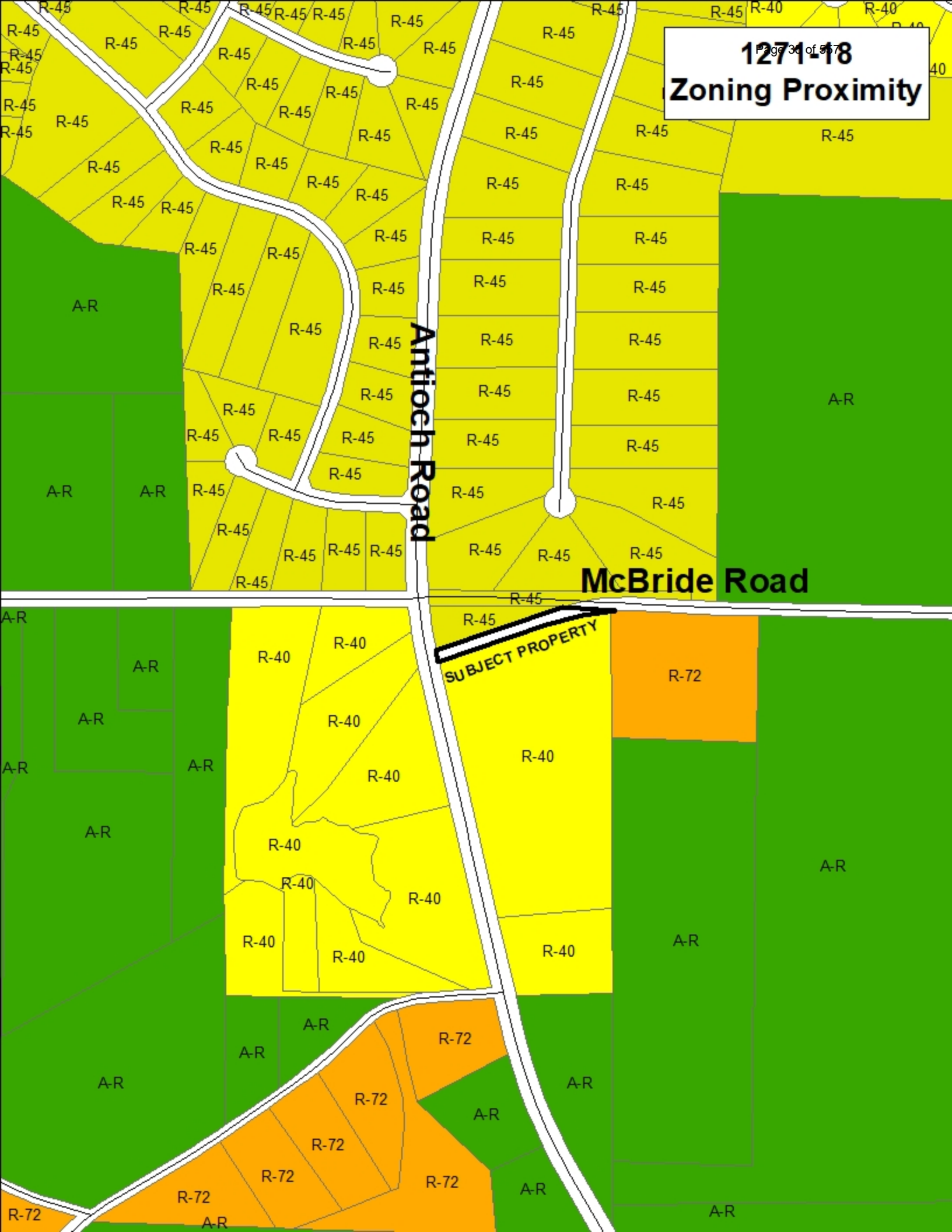
McBride Road

SUBJECT PROPERTY



Page 36 of 57  
**1271-18**

## Zoning Proximity



APPLICATION TO AMEND  
TO AMEND THE OFFICIAL ZONING MAP OF FAYETTE COUNTY, GA

PROPERTY OWNERS: REBECCA Y. Boyd

MAILING ADDRESS: P.O. Box 64 - ZEBULON, GA. 30295

PHONE: [REDACTED] E-MAIL: [REDACTED]

AGENT FOR OWNERS: RANDY M. Boyd

MAILING ADDRESS: P.O. Box 64 - ZEBULON, GA. 30295

PHONE: [REDACTED] E-MAIL: [REDACTED]

PROPERTY LOCATION: LAND LOT 250 LAND DISTRICT 4th PARCEL         
LAND LOT        LAND DISTRICT        PARCEL       

TOTAL NUMBER OF ACRES REQUESTED TO BE REZONED: 0.471

EXISTING ZONING DISTRICT: AR PROPOSED ZONING DISTRICT: R-45

ZONING OF SURROUNDING PROPERTIES: R-45 TO THE NORTH, R-40 TO THE SOUTH

PRESENT USE OF SUBJECT PROPERTY: VACANT

PROPOSED USE OF SUBJECT PROPERTY: RESIDENTIAL

LAND USE PLAN DESIGNATION:       

NAME AND TYPE OF ACCESS ROAD: McBRIDE Rd. & Antioch Rd.

LOCATION OF NEAREST WATER LINE: Along Antioch Rd.

(THIS AREA TO BE COMPLETED BY STAFF): PETITION NUMBER: 1271-18

☐ Application Insufficient due to lack of:       

by Staff:        Date:       

☐ Application and all required supporting documentation is Sufficient and Complete

by Staff:        Date:       

DATE OF PLANNING COMMISSION HEARING:       

DATE OF COUNTY COMMISSIONERS HEARING:       

Received from        a check in the amount of \$        for application filing fee, and \$        for deposit on frame for public hearing sign(s).

Date Paid:        Receipt Number:

NAME: REBECCA Y. BOYD PETITION NUMBER: Page 37 of 557

ADDRESS: P.O. BOX 64 - ZEBULON, GA. 30295

PETITION FOR REZONING CERTAIN PROPERTY IN THE UNINCORPORATED AREAS OF FAYETTE COUNTY, GEORGIA.

REBECCA Y. BOYD affirms that ~~she~~ he is the owner or the specifically authorized agent of the property described below. Said property is located in a(n) RR Zoning District. He/She respectfully petitions the County to rezone the property from its present classification and tenders herewith the sum of \$ 290 to cover all expenses of public hearing. He/She petitions the above named to change its classification to R-45.

This property includes: (check one of the following)

☐ See attached legal description on recorded deed for subject property or

☒ Legal description for subject property is as follows:

PUBLIC HEARING to be held by the Planning Commission of Fayette County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 7:00 P.M.

PUBLIC HEARING to be held by the Board of Commissioners of Fayette County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at 7:00 P.M.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,

NOTARY PUBLIC



APPLICANT'S SIGNATURE



PROPERTY OWNER CONSENT AND AGENT AUTHORIZATION FORM Page 38 of 557  
(Applications require authorization by ALL property owners of subject property).

Name(s) of All Property Owners of Record found on the latest recorded deed for the subject property:

REBECCA V. Boyd  
Please Print Names

Property Tax Identification Number(s) of Subject Property: 0504-004

(I am) (we are) the sole owner(s) of the above-referenced property requested to be rezoned. Subject property is located in Land Lot(s) 250 of the 4th District, and (if applicable to more than one land district) Land Lot(s) \_\_\_\_\_ of the \_\_\_\_\_ District, and said property consists of a total of 0.41 acres (legal description corresponding to most recent recorded plat for the subject property is attached herewith).

(I) ☒ (We) hereby delegate authority to RANDY M. Boyd to act as (my) (our) Agent in this rezoning. As Agent, they have the authority to agree to any and all conditions of zoning which may be imposed by the Board.

(I) ☒ (We) certify that all of the information filed with this application including written statements or showings made in any paper or plans submitted herewith are true and correct to the best of (my) (our) knowledge and belief. Further, (I) ☒ (We) understand that this application, attachments and fees become part of the official records of the Fayette County Zoning Department and may not be refundable. (I) (We) understand that any knowingly false information given herein by me/us will result in the denial, revocation or administrative withdrawal of the application or permit. (I) ☒ (We) further acknowledge that additional information may be required by Fayette County in order to process this application.

Rebecca V. Boyd  
Signature of Property Owner 1

Address \_\_\_\_\_

Signature of Property Owner 2

Address \_\_\_\_\_

Signature of Property Owner 3

Address \_\_\_\_\_

Randy M. Boyd  
Signature of Authorized Agent

Address \_\_\_\_\_

Leslie Nieber  
Signature of Notary Public

12/27/17  
Date

Signature of Notary Public

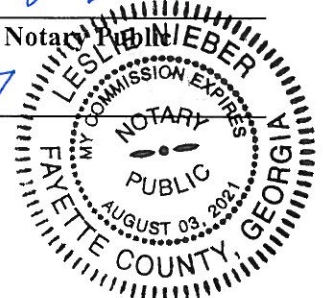
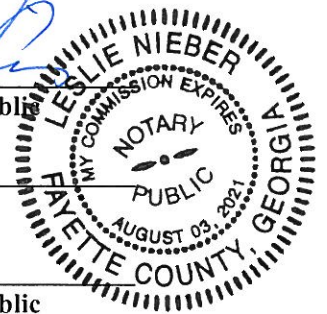
Date \_\_\_\_\_

Signature of Notary Public

Date \_\_\_\_\_

Leslie Nieber  
Signature of Notary Public

12/27/17  
Date





Randy M. Boyd  
P.O. Box 64  
Zebulon, Ga. 30295

January 10, 2018

**VIA email DELIVERY**

Pete Frisina, Director  
Fayette County Planning and Zoning Department  
140 Stonewall Avenue, West  
Suite 202  
Fayetteville, Ga. 30214

**RE: Rezoning Petition No. 1271-18**

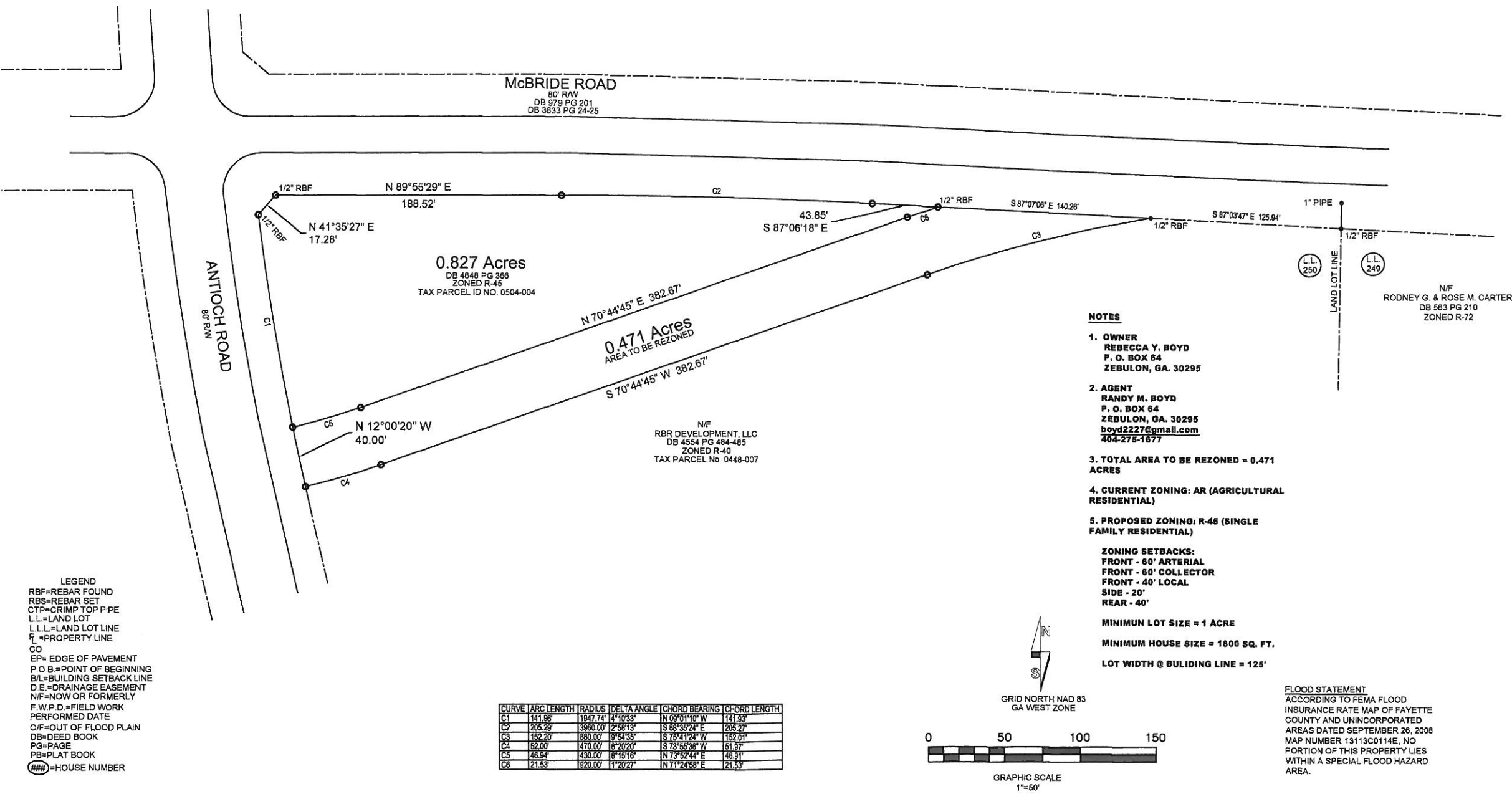
Dear Mr. Frisina,

It is the intention of my client, Rebecca Y. Boyd, to rezone 0.471 acres located at the southeast intersection of Antioch Road and McBride Road to R-45. This tract represents the old right-of-way of McBride Road that was abandoned by the Fayette County Board of Commissioners at the January 26, 2017 meeting. If this rezoning petition is approved, the 0.471 acre tract would then be combined with the adjoining property to the northwest to create a 1.298 acre tract.

Respectfully submitted,

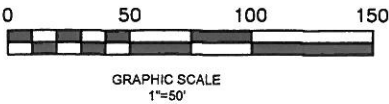
*Randy M. Boyd*

Randy M. Boyd



LEGEND  
RBF=REBAR FOUND  
RBS=REBAR SET  
CTP=CRIMP TOP PIPE  
L.L.=LAND LOT  
L.L.L.=LAND LOT LINE  
P.L.=PROPERTY LINE  
CO  
EP= EDGE OF PAVEMENT  
P.O.B.=POINT OF BEGINNING  
B/L=BUILDING SETBACK LINE  
D.E.=DRAINAGE EASEMENT  
N/F=NOW OR FORMERLY  
F.W.P.D.=FIELD WORK  
PERFORMED DATE  
O/F=OUT OF FLOOD PLAIN  
DB=DEED BOOK  
PG=PAGE  
PB=PLAT BOOK  
###=HOUSE NUMBER

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	141.96	1947.74	4°10'33"	N 09°01'10" W	141.93
C2	205.29	3960.00	12°58'13"	S 88°35'24" E	205.27
C3	152.20	880.00	9°54'35"	S 78°41'24" W	152.01
C4	52.00	470.00	8°20'20"	S 73°55'38" W	51.87
C5	48.94	430.00	8°15'16"	N 73°52'44" E	48.91
C6	21.53	620.00	1°20'27"	N 71°24'58" E	21.53



- NOTES**
1. OWNER  
REBECCA Y. BOYD  
P. O. BOX 64  
ZEBULON, GA. 30295
  2. AGENT  
RANDY M. BOYD  
P. O. BOX 64  
ZEBULON, GA. 30295  
boyd2227@gmail.com  
404-275-1677
  3. TOTAL AREA TO BE REZONED = 0.471 ACRES
  4. CURRENT ZONING: AR (AGRICULTURAL RESIDENTIAL)
  5. PROPOSED ZONING: R-45 (SINGLE FAMILY RESIDENTIAL)
- ZONING SETBACKS:**  
FRONT - 60' ARTERIAL  
FRONT - 60' COLLECTOR  
FRONT - 40' LOCAL  
SIDE - 20'  
REAR - 40'
- MINIMUM LOT SIZE = 1 ACRE**  
**MINIMUM HOUSE SIZE = 1800 SQ. FT.**  
**LOT WIDTH @ BUILDING LINE = 125'**

**FLOOD STATEMENT**  
ACCORDING TO FEMA FLOOD INSURANCE RATE MAP OF FAYETTE COUNTY AND UNINCORPORATED AREAS DATED SEPTEMBER 28, 2008 MAP NUMBER 13113C0114E, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

**CLOSURE STATEMENT**  
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,167 FEET AND AN ANGULAR ERROR OF 00° 00' 02" PER ANGLE POINT AND HAS BEEN ADJUSTED USING THE COMPASS RULE METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,100 FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LIECA 403 TCR TOTAL STATION

Job No. ANTIOCH

Drawn By: R.D.G.  
Reviewed By: R.M.B.  
Issue Date: 12/22/17  
F.W.P.D.: 08/24/16  
Revisions  
Date



Prepared For:

REBECCA Y. BOYD

Property Location

Land Lot 250 Of The 4th Land District  
Fayette County, Georgia

S.A. GASKINS & ASSOCIATES, LLC

surveyors planners development consultants  
P.O. BOX 321 BROOKS, GA 30205  
678-571-3054  
rdgaskins79@gmail.com

# COUNTY AGENDA REQUEST

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Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of Ordinance 2018-02 to update the Public Swimming Pool, Spa and Recreational Water Park regulations.

## Background/History/Details:

The Fayette County Health Department regulates public swimming pools as directed by the Fayette County Board of Health. The original local swimming pool regulations were originally adopted in 2000-2001 to address local issues and maintain local enforcement abilities. Since that time, there have been various advances in swimming pool design, safety, and technologies. This proposed update will allow for the advances made with swimming pools, equipment, filtration, safety and water quality. It will also result in a more uniform regulation for our local pools as many of our pools are maintained by swimming pool companies that work across county jurisdictions and this update will be consistent with the state regulations.

Specifically, this ordinance would revise Section 14-1 of the Code to add the state swimming pool regulations to the list of health codes adopted by the County. In addition, the ordinance removes Article II of Chapter 14, which contained swimming pool regulations that will now be obsolete. I have also attached a redline version, as well as the state regulations themselves, which should be attached to the ordinance as Exhibit "A".

The Board of Health approved updated regulation at their January 9, 2018 Meeting.

## What action are you seeking from the Board of Commissioners?

Approval of Ordinance 2018-02 to update the Public Swimming Pool, Spa and Recreational Water Park regulations.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

## ARTICLE I. - IN GENERAL

## Sec. 14-1. - Adoption of state health codes.

The following health codes established and promulgated by the Georgia department of public health are hereby adopted by the county board of commissioners as part of this Code of Ordinances:

- (a) The Rules and Regulations for Tourist Accommodations, Chapter 511-6-2 of the Rules of the Georgia Department of Public Health, as it existed on February 28, 2016.
- (b) The Rules and Regulations for Food Service, Chapter 511-6-1 of the Rules of the Georgia Department of Public Health, as it existed on February 28, 2016.
- (c) The Rules and Regulations for Portable Sanitation Contractors, Chapter 511-3-6 of the Rules of the Georgia Department of Public Health, as it existed on February 28, 2016.
- (d) The Rules and Regulations for Public Swimming Pools, Spas and Recreational Water Parks, Chapter 511-3-5 of the Rules of the Georgia Department of Public Health, as it existed on February 22, 2018.

Formatted: Normal

(Ord. No. 2014-06, § 1, 4-10-2014; Ord. No. 2016-05, § 1, 2-25-2016)

**Editor's note**— The Rules and Regulations for Tourist Accommodations, adopted April 10, 2014, is incorporated herein by reference as if fully set out at length, and a copy is on file and available for inspection in the offices of the county.

## Sec. 14-2. - Payment of fees.

- (a) The board of health of the county has adopted a schedule of fees for the enforcement of the regulations contained in this chapter. It shall be a violation of this chapter for any person, corporation, or other entity to fail to pay a service, inspection, and/or permit fee required by said schedule of fees at the time the permit is issued or the fee is due. In the case of an annual service, permit, or inspection fee, it shall be a violation of this chapter for any person, corporation, or other entity to fail to pay such fee on or before the day the fee is due.
- (b) Any violation of this section may be prosecuted in the same manner as all other board of health regulations are prosecuted and, upon conviction, may be punishable according to the provisions of section 1-7 of this Code of Ordinances.
- (c) The director of environmental services may also, after giving 14 days written notice of intention to do so, revoke any permit issued pursuant to board of health regulations. Holders of revoked permits may appeal their revocation to the board of health by filing written notice of their intention to do so in writing within ten days after the decision of the director of environmental services.

(Ord. No. 2015-14, § 1, 11-12-2015)

**Editor's note**— Ord. No. 2015-14, § 1, adopted Nov. 12, 2015, amended the Code by adding provisions designated as § 14-1. Inasmuch as there were already provisions so designated, the provisions have been redesignated as § 14-2, at the discretion of the editor.

Secs. 14-3—14-18. - Reserved.

## ARTICLE II.—SWIMMING FACILITIES

ARTICLE II. RESERVED.

Secs. 14-19 through 14-110. RESERVED.

DIVISION 1. — GENERALLY

Sec. 14-19. — Scope.

~~The scope of the provisions of this article is to regulate and provide standards for swimming facilities operated in the unincorporated areas of the county, for the use of which a charge is assessed, whether in the form of admission, fees, dues, or otherwise; such swimming facilities to include private as well as public operations.~~

~~(Code 1983, § 9-1; Code 1992, § 18-1)~~

Sec. 14-20. — Intent.

~~It is the intent of this article to provide for the general welfare of the citizens of the county by imposing certain minimum standards and requirements regarding the safety and health of those using swimming facilities as herein described.~~

~~(Code 1983, § 9-2; Code 1992, § 18-2)~~

Sec. 14-21. — Definitions.

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Bathing beach* means any swimming or bathing place, together with any building, apparatus, water or land areas used in connection therewith, located at a pond, lake, stream or any other body of fresh water.~~

~~*Swimming pool* means a structure, either in ground or aboveground, designed for swimming and other water recreation, utilizing water manually or mechanically supplied and including any building or apparatus used in connection therewith.~~

~~(Code 1983, § 9-3; Code 1992, § 18-3)~~

Sec. 14-22. — Special regulations for swimming pools.

- ~~(a) — A swimming shell or liner shall be constructed so as to be smooth and have an impervious surface.~~
- ~~(b) — The swimming pool apron or deck shall be constructed so that there are no raised edges at the joint between the swimming pool capping and the deck. The joint shall be caulked to eliminate any gaps.~~
- ~~(c) — The swimming pool deck shall be constructed so that the surface pitches at least one-fourth to one inch away from the pool.~~
- ~~(d) — Filter and equipment rooms shall be constructed so that any surface waters or equipment leaks will drain away from the equipment.~~

- ~~(e) The swimming pool shall not be operated without the pool water being continuously filtered. The filter and pump shall be able to turn over the entire pool volume every eight hours against the prevailing head. This shall not include "baby" pools that are emptied at least once a day.~~
- ~~(f) Swimming pools shall have an individual water supply.~~
- ~~(g) The filter equipment shall be capable of rendering the pool water sparkling clear so that a four-inch diameter black and white disk can be visible at the deepest point in the pool.~~
- ~~(h) The free chlorine residual must be maintained continuously at 0.6 mg/l or more.~~
- ~~(i) The pH must be maintained at a level of 7.2 to 8.0.~~

~~(Code 1983, § 9-4; Code 1992, § 18-4)~~

~~Sec. 14-23. Sanitation facilities.~~

- ~~(a) There shall be installed at all swimming facilities flush toilets, separately for each sex.~~
- ~~(b) Toilet facilities shall:~~
  - ~~(1) Be located adjacent to the swimming facility.~~
  - ~~(2) Be clean and free of odors.~~
  - ~~(3) Have impervious floors properly drained with a covered joint at the wall junction.~~
  - ~~(4) Have toilet paper and holder provided.~~
  - ~~(5) Be properly screened so as to be insect proof.~~
  - ~~(6) Be properly ventilated either naturally or mechanically so as to eliminate any objectionable odor.~~
  - ~~(7) Be provided with self-closing doors.~~
  - ~~(8) Have at least one lavatory provided for every 60 bathers.~~
  - ~~(9) Have at least one shower provided for every 40 bathers.~~
  - ~~(10) Have urinals pre-hung and of the flush type.~~

~~(Code 1983, § 9-5; Code 1992, § 18-5)~~

~~Sec. 14-24. General regulations.~~

- ~~(a) Persons with excessive sunburn, open sores or bandages of any kind shall not be admitted into the water at any swimming facilities.~~
- ~~(b) Persons in an intoxicated condition shall not be allowed in the swimming area.~~
- ~~(c) Regarding bathing beach areas, the use of floats shall be allowed, but only in specified, roped-off areas.~~
- ~~(d) There shall be a telephone within the immediate vicinity of the swimming facility.~~
- ~~(e) The height of diving boards shall be determined by the depth of the water at the site. Each diving board shall be no more than one foot in height for each 1½ feet of water depth. Where there is a minimum depth of eight feet, a springboard may be installed complying with the foregoing regulations. The bottom of each facility must be free of debris at all times.~~
- ~~(f) All swimming facility rules and regulations, including the hours that the facility is officially open and a prohibition against swimming at any other time, shall be prominently posted outside the main entrance of the swimming facility and at an appropriate place within the swimming area.~~

~~(g) Signs or markings clearly indicating water depths shall be posted at all swimming facilities. Such signs or markings shall indicate intervals of no more than two foot changes in water depth.~~

~~(h) At all bathing beach areas, the limits of the swimming area shall be marked with ropes and buoys.~~

~~(Code 1983, § 9-6; Code 1992, § 18-6)~~

~~Sec. 14-25. Lifeguard and lifesaving equipment.~~

~~(a) Lifeguard. Lifeguards shall be provided as follows:~~

- ~~(1) A lifeguard shall not be required, but signs shall be prominently posted wherever a lifeguard is not on duty or is not used.~~
- ~~(2) Where lifeguards are used, the hours that a lifeguard is on duty shall be prominently posted.~~
- ~~(3) All lifeguards shall have a current senior red cross or YMCA advanced lifesaving rescue and water safety certificate.~~
- ~~(4) All lifeguards shall wear some means of identification to denote their position and make them discernible from other swimmers.~~

~~(b) Lifesaving equipment. Every swimming facility shall have the following minimum lifesaving equipment, which shall be used for only such purposes:~~

- ~~(1) One or more light but sturdy poles, not including bamboo, at least 15 feet long and fitted at one end with a blunt hook having its tip at least 18 inches from one end of the pole and to be used for pulling submerged people from the water.~~
- ~~(2) One or more throwing ring buoys, for every 50 feet of beach area, not over 24 inches in diameter, having attached a length of one fourth inch nylon rope (or suitable equivalent, but not including manila rope) at least equal in length to the width of the swimming pool but in no case less than 45 feet in length.~~
- ~~(3) The diving area of the swimming facility shall be separated by the use of a buoyed rope stretched across the surface of the water.~~
- ~~(4) There shall be provided a first aid kit in a permanently posted area adjacent to the swimming facility, which shall contain the following: Two blankets, one inch bandages, two inch bandages, three inch bandages, one inch adhesive tape by the roll, one pair of scissors, one pair of tweezers, one mild antiseptic, wood splints at least four of 36 inches in length. All kits should have instructions for mouth to mouth resuscitation printed on the front.~~
- ~~(5) Each bathing beach area, for all bodies of water over three acres in area, shall have at least one sturdy rowboat in good repair and equipped with two oars. All other bathing beach areas must have a sturdy surfboard capable of carrying two people, and which shall be located close to the water. In addition, each bathing beach area shall have at least one rescue ring or rescue tube with 60 feet of rope placed on a reel. At beaches where there are piers extending into the water, one ring buoy with 60 feet of rope attached shall be placed at each end of the pier. All rope shall be one fourth inch diameter nylon or an approved equivalent, but not manila, in good repair. All equipment for lifeguards shall be marked "for lifeguards only."~~
- ~~(6) Signs shall be posted in prominent locations around the swimming facilities designating that area where lifesaving equipment is furnished.~~

~~(Code 1983, § 9-7; Code 1992, § 18-7)~~

~~Sec. 14-26. Compliance.~~

~~All swimming facilities located in the unincorporated areas of the county shall comply with the provisions of this article by no later than June 15, 1982. All swimming pools whose construction does not comply with these regulations shall be deemed nonconforming. Such swimming pools may continue to operate, but any renovation, expansion, repair, or reconstruction shall conform to the provisions as set forth in this article. This section shall not apply to lifesaving equipment.~~

~~(Code 1983, § 9-8; Code 1992, § 18-8)~~

~~Sec. 14-27. — Enforcement.~~

~~The board of commissioners shall provide for the enforcement of this article for swimming facilities and shall cause such facilities to be inspected from time to time in order to ensure compliance with this article.~~

~~(Code 1983, § 9-9; Code 1992, § 18-9)~~

~~Secs. 14-28 — 14-57. — Reserved.~~

~~DIVISION 2. — REGULATIONS FOR SWIMMING POOLS, SPAS, AND RECREATIONAL WATER PARKS~~

~~Sec. 14-58. — Definitions.~~

~~The following definitions shall apply in the interpretation and enforcement of this division:~~

~~*Abrasion hazard* means a sharp or rough surface that would scrape the skin by chance during normal use.~~

~~*Accessible* means easily exposed for the inspection and replacement of materials and/or parts with the use of tools.~~

~~*Air induction system* means a system whereby a volume of air (only) is induced into a hollow ducting in a spa floor, bench, or other location. The air induction system is activated by a separate air power blower.~~

~~*Air pump assist backwash* means the compressing of a volume of air in the filter effluent chamber (by means of an air compressor or by the water pressure from the re-circulating pump) which, when released, rapidly decompresses and forces water in the filter chamber through the elements in reverse, dislodging the filter aid and accumulated dirt, carrying it to waste.~~

~~*Alkalinity* means the amount of bicarbonate, carbonate or hydroxide compounds present in water solution. See also "total alkalinity."~~

~~*Backwash* means the process of thoroughly cleansing the filter medium and/or elements and the contents of the filter vessel by the reverse flow of water through the filter.~~

~~*Barrier* means a fence, safety cover, wall, building wall or a combination thereof, which completely surrounds or covers the swimming pool or spa and obstructs access to the swimming pool, spa or recreational water park.~~

~~*Bather* means any person using a swimming pool, spa or recreational water park and adjoining deck area for the purpose of water sports, recreation therapy or related activities.~~

~~*Bather load* means the number of persons in the pool/spa area at any given moment or during any stated period of time.~~

~~*Beginner's area* means those water areas in pools which are three feet or less in water depth.~~

~~*Booster pump system* means a system whereby one or more hydrotherapy jets are activated by the use of a pump which is completely independent of the filtration and heating system of a spa. The term~~



~~"booster pump system" is also a device used to provide hydraulic support for certain types of equipment such as cleaning systems, gas chlorinators and solar systems.~~

~~Breakpoint chlorination means the addition of a sufficient amount of chlorine to water to destroy the combined chlorine present.~~

~~Brominator means a device to apply or to deliver a bromine disinfectant to water at a controlled rate.~~

~~Cartridge means a depth, pleated, or surface type filter component with fixed dimensions that is designed to remove suspended particles from water flowing through the filter.~~

~~Chemical feeder means a mechanical device for applying chemicals to pool or spa water.~~

~~Chloramine means a compound formed when chlorine combines with nitrogen or ammonia that causes eye and skin irritation and has a strong, objectionable odor.~~

~~Chlorinator means a device to apply or to deliver a chlorine disinfectant to water at a controlled rate.~~

~~Chlorine generator means equipment that generates chlorine, hypochlorous acid, or hypochlorite on site for disinfection and oxidation of water contaminants.~~

~~Circulation equipment means the mechanical components that are part of a circulation system in a pool or spa. Circulation equipment may be, but is not limited to, categories of pumps, hair and lint strainers, filters, valves, gauges, meters, heaters, surface skimmers, inlet/outlet fittings, and chemical feeding devices. The components have separate functions, but when connected to each other by piping, perform as a coordinated system for purposes of maintaining pool or spa water in a clear, sanitary and desirable condition for using.~~

~~Circulation system means an arrangement of mechanical equipment or components, connected by piping to a pool or spa in a closed circuit. The function of a circulation system is to direct water from the pool or spa, causing it to flow through the various system components for purposes of clarifying, heating, purifying and returning the water back to the original body of water.~~

~~Clarifier means a chemical that coagulates and neutralizes suspended particles in water. There are two types: inorganic salts of aluminum or iron and water soluble organic polyelectrolyte polymers. Also called coagulant or flocculent.~~

~~Contact concentration means the concentration of a chemical in a flow of water. This concentration depends on the rate of addition, the flow rate of the water and the efficiency of the mixing. It is calculated using the equation (assumes complete mixing):~~

~~Amount of chemical (grams/hour/water flow rate (gpm) × 4.41 = contact concentration (mg/l)~~

~~Coping means the cap on the pool or spa wall that provides a finishing edge around the pool or spa. Coping can be formed, cast in place or pre-cast, or pre-fabricated from metal or plastic materials.~~

~~Cove means the radius between the pool or spa wall and the pool or spa floor.~~

~~Covers means something that protects or shelters, or a combination thereof, a swimming pool or spa.~~

~~Cyanuric acid means a chemical that helps reduce the excess loss of chlorine in water due to the ultraviolet rays of the sun. It is also called stabilizer, isocyanuric acid, conditioner or triazinetrione.~~

~~Docks means those areas immediately adjacent to or attached to a pool or spa that are specifically constructed or installed for use by users for sitting, standing or walking.~~

~~Deep areas means water depths in excess of five feet (1.42 meters).~~

~~Department means the department of human resources, State of Georgia.~~

~~Diatomite means the filtering medium of a diatomaceous earth filter composed of microscopic fossil skeletons of the "diatom," a tiny freshwater marine plankton.~~

~~Disinfectant means energy or chemicals to kill undesirable or pathogenic (disease-causing) organisms that have a measurable residual at a level adequate to make the desired kill.~~

~~Diving board means a recreational mechanism for entering a swimming pool, consisting of a semirigid board that derives its elasticity through the use of a fulcrum mounted below the board.~~

~~(1) Jump board means a recreational mechanism that has a coil spring, leaf spring or comparable device located beneath the board which is activated by the force exerted in jumping on the board.~~

~~(2) Stationary diving platform means a stationary diving platforms are used for diving and are constructed or located on site. They may be natural or artificial rocks, pedestals or other items.~~

~~DPD (Diethyl-p-phenylene diamine) means a reagent and test method that specifically measures bromine or free available and total chlorine, producing a series of colors from pale pink to dark red.~~

~~Effective filter area means total surface area through which the designed flow rate will be maintained during filtration.~~

~~Effluent means the water that flows out of a filter, pump or other device.~~

~~Foot of head means a basis for indicating the resistance in a hydraulic system, equivalent to the height of a column of water that would cause the same resistance (100 feet of head equals 43 pounds per square inch).~~

~~Filter means a device that removes undissolved particles from water by recirculating the water through a porous substance (a filter medium or element).~~

~~Filter element means a device within a filter tank designed to entrap solids and conduct water to a manifold, collection header, pipe, or similar conduit and return it to the pool or spa. A filter element usually consists of a septum and septum support, or a cartridge.~~

~~Free available chlorine (FAC) means that portion of the total chlorine remaining in chlorinated water that has not combined with ammonia or nitrogen compounds and will react chemically with undesirable or pathogenic organisms.~~

~~Handhold/handrail means a device that can be gripped by a user for the purpose of resting and/or steadying him. It is not limited to but may be located inside or outside the pool or spa or as part of a set of steps or deck installed equipment.~~

~~Hardness means the amount of calcium and magnesium dissolved in water; measured by a test kit and expressed as parts per million (ppm) of equivalent calcium carbonate.~~

~~Health authority means the county board of health — environmental health section.~~

~~Hydrotherapy spa means a unit that may have a therapeutic use but which is not drained, cleaned or refilled for each individual. It may include, but not be limited to, hydrotherapy jet circulation, hot water/cold water mineral baths, air induction bubbles or any combination thereof. Industry terminology for a spa includes, but is not limited to, "therapeutic pool," "hydrotherapy pool," "whirlpool," "hot spa," etc.~~

~~Influent means the water entering a filter or other device.~~

~~In-ground swimming pool means any pool where the sides rest in partial or full contact with the earth.~~

~~Multiple filter control valve means a multi-port valve having a number of control positions for various filter operations that combines in one unit the function of two or more single valves.~~

~~Non-swimming area means any portion of a pool where water depth, offset ledges or similar irregularities would prevent normal swimming activities.~~

~~Organic matter means perspiration, urine, saliva, suntan oil, cosmetics, lotions, dead skin and similar debris introduced to water by users and the environment.~~

~~Orthotolidine (OTO) means a colorless reagent that reacts with chlorine or bromine to produce a series of yellow to orange colors which indicate the amount of chlorine or bromine in water.~~

~~Overflow system means a system for the removal of pool/spa surface water through the use of overflows, surface skimmers and surface water collection systems of various design and manufacture.~~

~~*Permanently installed swimming pool* means a pool that is constructed in the ground or in a building in such a manner that it cannot be readily disassembled for storage.~~

~~*pH* means a value expressing the relative acidity or basicity of a substance, such as water, as indicated by the hydrogen ion concentration.~~

~~*Pool* means any artificial water-holding structure with a closed-loop circulation of water through a water treatment system with a return to the structure.~~

~~*Potable water* means any water, such as an approved domestic water supply, which is bacteriologically safe and otherwise suitable for drinking.~~

~~*PPM* means an abbreviation for parts per million, the unit of measurement used in chemical testing which indicates the parts by weight in relation to one million parts by weight of water. It is essentially identical to the term "milligrams per liter (mg/l)."~~

~~*Precipitate* means a solid material which is forced out of a solution by some chemical reaction and which may settle out or remain as a haze in suspension (turbidity).~~

~~*Private pool* means any constructed pool, permanent or non-portable, that is intended for noncommercial use as a swimming pool by not more than one owner family and their guests, and that is over 24 inches in depth, has a surface area exceeding 250 square feet and/or a volume over 3,250 gallons.~~

~~*PSI* means an abbreviation for pounds per square inch.~~

~~*Public swimming pool* means any structure, chamber, or tank containing an artificial body of water used by the public for swimming, diving, wading, recreation, or therapy, together with buildings, appurtenances, and equipment used in connection with the body of water, regardless of whether a fee is charged for its use. The term includes municipal, school, hotel, or motel pools and any pool to which access is granted in exchange for payment of a daily fee. The term shall also include pools and spas operated by or serving camps, churches, day care centers, group home facilities of 12 or more clients, institutions, parks, state agencies, apartment complexes, subdivisions, condominiums, country clubs, manufactured home parks, recreational vehicle parks, associations, health clubs, special purpose pools, and recreational water park attractions.~~

~~*Rate of flow* means the quantity of water flowing past a designated point within a specified time, such as the number of gallons flowing in one minute (gpm).~~

~~*Rated pressure* means that pressure that is equal to or less than the designed pressure and appears on the data plate of the equipment.~~

~~*Recreational water parks* means a facility or area together with associated buildings, appurtenances and equipment, that is designated for public bathing or swimming.~~

~~*Rehabilitation* means the activity of restoring all or part of a pool or spa structure and its component parts back into good condition including the rebuilding and/or replacing of worn and broken parts or components.~~

~~*Removable* means capable of being disassembled with the use of only simple tools such as a screwdriver, pliers or wrench.~~

~~*Return inlet* means the aperture or fitting through which the water under positive pressure returns into a pool or spa.~~

~~*Return piping* means that piping through which water is returned to the pool.~~

~~*Ring buoy* means a ring-shaped floating buoy capable of supporting a user.~~

~~*Shallow areas* means portions of a pool or spa with water depths five feet or less.~~

~~*Shock treatment* means the practice of adding significant amounts of an oxidizing chemical to water to destroy ammonia and nitrogenous and organic contaminants in water.~~

~~Skimmer weir means the part of a skimmer which adjusts automatically to small changes in water level to assure a continuous flow of water to the skimmer.~~

~~Slip resisting means a surface that has been treated or constructed so as to significantly reduce the chance of a user slipping. The surface should not be an abrasion hazard.~~

~~Sodium Hypochlorite (NaOCl) means a clear liquid form of an inorganic chlorine compound obtainable in concentrations of five to 16 percent available chlorine.~~

~~Spa means a hydrotherapy pool of irregular or geometric shell design. See also "hydrotherapy spa."~~

~~Special purpose pool means any pool operated for recreational play and other special purposes including, but not limited to, wave or surf action pools, activity pools/interactive pools, wading pools and play areas. These include, but are not limited to, the following:~~

- ~~(1) Activity/interactive/wading pool means a pool which does not exceed 24 inches in depth and contains any number of water features within the pool area.~~
- ~~(2) Continuous watercourse means a riding watercourse where ingress and egress is effectively limited to designated points of entry and exit. This is also known as a lazy river.~~
- ~~(3) Dual use pool means a pool that is normally used as a swimming pool, but has no more than one water slide or other feature other than diving boards, that uses the main body of water as its landing or activity area.~~
- ~~(4) Falling entry pools includes, but is not limited to, slides, flumes, lily pad walks, log rolls, cable, rope, or boom drops, and any other falling entry features. These types of pools allow for the bather to drop into the pool area from a height of one to four feet above the water surface and in various positions of entry.~~
- ~~(5) Wading pool means a shallow pool not exceeding 24 inches, that is void of any water activity features.~~
- ~~(6) Wave pool means a large body of water that has a mechanism for generating an oscillating wave form at one end and ending at the other end with a zero depth entry.~~
- ~~(7) Zero depth entry pools means any type of pool that, in place of a wall at one end, may have a sloping edge or beach.~~
- ~~(8) Zero depth pool means a pad which contains various fountains and/or interactive water spray or waterfall features. The pad slopes to one or more drains which empty into a reservoir which is re-circulated and disinfected before its return to the water features.~~

~~Suction outlet means the aperture or fitting through which the water under negative pressure is drawn from the pool or spa.~~

~~Suction piping means that piping through which water is removed from the pool.~~

~~Surface skimming system means perimeter type overflows, surface skimmers, and surface water collection systems of various design and manufacture which permit the continuous removal of floating debris and surface water to the filter.~~

~~Test kit means a device used to monitor specific chemical or agent residual or demands in pool or spa water.~~

~~Therapeutic pool means a pool used in physical programs operated by medical facilities licensed by the department and operated by a licensed physical therapist.~~

~~Time clock means a mechanical device that automatically controls the periods that a pump, filter, chlorinator, heater, blower and other electrical devices are running.~~

~~Total alkalinity means the ability or capacity of water to resist change in pH; also known as the buffering capacity of water. Total alkalinity is measured with a test kit and expressed as ppm.~~

~~Total available chlorine (TAC) means the sum of both the free available and combined chlorines.~~

~~Turbidity means the cloudy condition of water due to the presence of extremely fine particulate materials in suspension that interfere with the passage of light.~~

~~Turnover rate means the period of time (usually in hours) required to circulate a volume of water equal to the pool or spa capacity.~~

~~Vacuum means the reduction of atmospheric pressure within a pipe, tank, pump or other vessel. Vacuum is measured in inches of mercury. One inch of mercury is equivalent to 1.13 feet of head. The practical maximum vacuum is 30 inches of mercury or 33.9 feet of head.~~

~~Waterline means, in relation to the following systems:~~

- ~~(1) Skimmer system means the waterline shall be at the midpoint of the operating range of the skimmers when there are no users in the pool or spa.~~
- ~~(2) Overflow system means the waterline shall be at the top of the overflow rim.~~

~~(Code 1992, § 18-20; Ord. No. 2000-16, § 2, 10-26-2000)~~

#### ~~Sec. 14-59. — Scope.~~

- ~~(a) These rules prescribe minimum design, construction, and operation requirements that are intended to protect the health and safety of the public in swimming pools, spas and recreational water parks.~~
- ~~(b) These rules are intended to cover certain aspects of the design, equipment, operation, installation, new construction and rehabilitation of swimming pools, spas and recreational water parks. Where adequate standards do not exist and these rules do not provide sufficient guidance for consideration of innovations in design, construction, and operation of proposed pools, spas or recreational water parks, the health authority will establish requirements necessary to protect the health and safety of the pool patrons.~~
- ~~(c) These rules shall not apply to private swimming pools and hot tubs/spas, therapeutic pools, therapeutic chambers drained, cleaned and refilled after each individual use nor to religious ritual baths used solely for religious purposes.~~
- ~~(d) All pools, existing and newly constructed, shall meet these rules except as allowed for in subsection (e) of this section.~~
- ~~(e) Public swimming pools constructed or remodeled prior to December 31, 2000, that do not meet specific design and construction requirements of these rules, shall not be required to comply with design and construction requirements other than requirements related to the abatement of suction hazards.~~
- ~~(f) No single drain, single suction outlet public swimming pool shall be allowed to operate unless a protective cover is properly installed over the single suction outlet.~~

~~(Code 1992, § 18-21; Ord. No. 2000-16, § 2, 10-26-2000)~~

#### ~~Sec. 14-60. — Provisions.~~

##### ~~(a) Permit.~~

- ~~(1) It shall be unlawful for any person to operate a public pool, spa or recreational water park, without having first obtained a valid operating permit from the health authority pursuant to this division;~~
- ~~(2) Permits are not transferable and are invalidated by change of ownership;~~
- ~~(3) Each individually treated pool will operate under a separate permit;~~



- ~~(4) Prior to the issuance of a permit to new or existing public pools, spas or recreational water park attractions, the applicant shall provide evidence of satisfactory compliance with the provisions of these rules and all other provisions of laws which apply to the location, construction and maintenance of the pool, spa or recreational water park and the safety of persons therein;~~
- ~~(5) The permit shall be prominently displayed at all times, as close to the main entrance as practicable, as determined by the health authority;~~
- ~~(6) The permit shall be the property of the health authority and shall be returned within seven days to the health authority when the pool, spa or recreational water park ceases to operate, has a change of ownership, or where the permit is revoked.~~

~~(b) Application for initial operating permit.~~

- ~~(1) The management of a public pool, spa or recreational water park shall submit to the health authority an application to operate a swimming pool, spa or recreational water park attraction at least 14 days prior to the starting of construction.~~
- ~~(2) The application shall be prepared in duplicate on forms provided by the health authority. The original shall be forwarded to the health authority and a copy retained by the management.~~

~~(c) Plans.~~

- ~~(1) Submission of plans. Properly prepared plans and specifications must be submitted to the health authority for review, approval and issuance of a construction permit when a public swimming pool, spa or recreational water park attraction is constructed or extensively remodeled or renovated, or when an existing structure is converted to use as a public pool, spa or recreational water park attraction.~~
- ~~(2) Plans and specifications. The plans and specifications shall be submitted to the health authority at least 14 days prior to beginning construction. The plans shall indicate, at a minimum, the proposed layout, the mechanical plans, the construction materials, and the type and model of proposed equipment.~~
- ~~(3) A minimum of two sets of drawings of the construction project shall be submitted, containing complete details so as to clearly document to the health authority the work to be undertaken. Additional sets of drawings may be required. Drawings shall be complete and shall comply with standard architectural/engineering practice. The maximum bathing load shall be stated on the plans.~~
- ~~(4) Complete specifications of the project shall accompany the plans including manufacturer's cut sheets and/or specifications on all equipment, and hydraulics analysis.~~
- ~~(5) Any additional data required by the health authority for the purpose of clarification, anticipated use, or to support any changes in design or scope of the project, must be submitted prior to the issuance of a permit to construct.~~
- ~~(6) One signed and approved set of the construction plans shall remain at the construction site at all times during construction.~~
- ~~(7) The swimming pool, spa or recreational water park shall be built in compliance with the plans as approved unless subsequent written approval of changes has been given by the health authority.~~
- ~~(8) The swimming pool, spa or recreational water park owner or agent shall notify the health authority at specific, predetermined stages of construction and at the time of completion of the pool to allow inspections.~~
- ~~(9) A construction permit is valid for 12 months from the date of issue. After this time the health authority may require re-submission of plans and specifications and issuance of a new construction permit if the project has not begun or has not been completed.~~

~~(Code 1992, § 18-22; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-61. Structural design.~~

- ~~(a) The structural design and materials used shall be in accordance with generally accepted good structural engineering practices.~~
- ~~(b) Sand or earth shall not be permitted as an interior finish in a swimming pool or spa.~~
- ~~(c) In climates subject to freezing temperatures, the pool or spa shell and appurtenances, piping, filter system, pump and motor and other components shall be designed and constructed so as to facilitate protection from damage due to freezing.~~
- ~~(d) The surfaces within the pool or spa intended to provide footing for users shall be designed to provide a slip resistant surface that is ridged, and puncture and tear resistant.~~
- ~~(e) The roughness or irregularity of the surfaces within the pool shall not be constructed so as to cause injury or discomfort to the feet during normal use.~~
- ~~(f) The colors, patterns or finishes of the pool interior shall not obscure the existence or presence of objects or surfaces within the pool.~~
- ~~(g) Swimming pools and spas as well as all appurtenances shall be constructed of materials which are nontoxic to man and the environment; which are impervious and enduring; which can withstand the design stresses; and which will provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth, easily cleaned surface finish is applied or attached. Materials of manufacture for swimming pools and spas shall be capable of fulfilling the design, installation, and intended use requirements in these rules. The materials of manufacture, components and accessories used in public spas shall comply with the following:~~
  - ~~(1) *Plumbing.* All plumbing shall be sized, installed, and maintained according to applicable state regulations and/or local plumbing codes. Written evidence shall be provided from a licensed plumbing contractor or the plumbing inspector, as required by the health authority, of compliance with the plumbing code.~~
  - ~~(2) *Electrical systems.* All electrical wiring, equipment, and installation including the grounding of pool components shall conform with the national, state and local electrical codes. Written evidence shall be provided from a licensed electrical contractor or electrical inspector, as required by the health authority, of compliance with all electrical codes.~~
  - ~~(3) *Re-circulation and treatment systems and other components.* All re-circulation and treatment system equipment and all other components such as filters, recessed automatic surface skimmers, ionizers, ozone generators, heaters, disinfection feeders, and chlorine generators must be tested and approved using the current NSF Standard Number 50, "Circulation System Components and Related Materials for Swimming Pool, Spas/Hot Tube." If standards do not exist for a specific product, the manufacturer must work with NSF or the American National Standards Institute (ANSI) or other approved agency to develop such standards to the approval of the health authority. Written evidence shall be provided from the designing engineer that all re-circulation and treatment systems and all components used in the installation meet these standards.~~
  - ~~(4) *Material surfaces.* All material surfaces that come in contact with the user shall be finished so that they do not constitute a cutting, pinching, puncturing or abrasion hazard under casual contact and intended use. All materials shall be maintained in accordance with manufacturer's instructions.~~
  - ~~(5) *Compatibility.* Combinations of different materials shall be chemically and mechanically compatible for their intended use and environment.~~
- ~~(h) Roofs or canopies over pools or spas shall be constructed so that water run-off does not drain into the pool or spa.~~

~~(Code 1992, § 18-23; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-62. Dimensional design.~~

~~(a) Limits . No limits are specified for the shape of swimming pools, spas or recreational water park attractions except that consideration shall be given to shape from the standpoint of safety and circulation of the water.~~

~~(1) There shall be no protrusions, extensions, means of entanglement or other obstructions in the swimming area which can cause the entrapment or injury of the user.~~

~~(2) There shall be construction tolerances allowed on all dimensional designs. Overall length, width and depth in the deep end of a swimming pool may vary plus or minus three inches. All other overall dimensions in a swimming pool and in a spa may vary plus or minus two inches, unless otherwise specified. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus one fourth inch for pools and spas with adjustable weir surface skimming systems and of plus or minus one eighth inch for pools and spas with non-adjustable surface skimming systems.~~

~~(3) The size of pools shall be governed by the requirements of the activities for which the installation is intended.~~

~~(b) Walls . Walls shall not be greater than 11 degrees from plumb for a minimum depth of two feet nine inches from the waterline in deep areas or two feet three inches in the shallow areas. Below these depths the wall may be radiused to join the floor.~~

~~(c) Floor slopes . Floor slopes in pools shall, at a minimum, be in compliance with the following:~~

~~(1) All slopes shall be uniform.~~

~~(2) The slope of the floor from the shallow end wall towards the deep end shall not exceed one foot in 12 feet to the point of the first slope change.~~

~~(3) The point of the first slope change shall be defined as the point at which the floor slope exceeds one foot in 12 feet and shall not occur at a depth greater than five feet.~~

~~(4) The slope of the floor from the point of the first slope change to the deep end shall not exceed one foot in three feet. Such slopes are not intended to provide any less water depth than those specified if the pool is intended for diving.~~

~~(5) Transitional radius from wall to floor where floor slopes join the wall shall comply with the following:~~

~~a. The radius shall have its center no less than two feet nine inches below the waterline in deep areas, or two feet six inches in the shallow area.~~

~~b. The radius shall be tangent at the point where the radius either meets the wall or the floor.~~

~~c. The radius shall be at least equal to or greater than the depth of the pool minus the vertical wall depth measured from the waterline (or tolerance allowed in subsection (b) of this section, minus three inches to allow draining to the main drain.~~

~~(radius) minimum = pool depth — vertical wall depth — three inches)~~

~~(d) Water depths . Water depths at the shallow end of the swimming area shall be a maximum of three feet six inches except for racing pools which must have a minimum depth of three feet six inches.~~

~~(1) The beginners' area of a pool shall be visually set apart from, but may be adjoined to, the shallow area and shall not adjoin the deep area.~~

~~(2) The transition point or point of slope change of the pool from the beginners' area to the shallow area and from the shallow area to the deep area and at the points of separation of diving, slide~~

and amusement areas shall be visually set apart with a rope and float line, depth markers and a four inch minimum width row of floor tile, painted line or similar means of a color contrasting with the bottom. In diving pools with a constant slope, the shallow area shall be visually set apart from the deep area with a rope and float line, depth markers and a four inch minimum width row of floor tile, painted line or similar means of a color contrasting with the bottom. The health authority may waive the need for a rope and float line in swim-out areas or similar construction where deemed necessary.

(e) ~~Diving areas~~ . Diving areas in pools shall conform to the minimum water depths, areas, slopes and other dimensions shown in subsection (f) of this section. If a wall exists, then it shall conform with the 3:1 slope in the point-D dimension and the L<sub>1</sub>-L<sub>2</sub>-L<sub>3</sub>-L<sub>4</sub> dimensions.

(1) ~~When diving equipment is installed, it shall conform to the specifications set forth in section 14-63(g) and shall be located in the diving area of the pool so as to provide the minimum dimensions as shown in subsection (f) of this section.~~

(2) ~~The tip of the diving equipment shall be located at point A, which is the reference point of all other dimensions.~~

(3) ~~There shall be a completely unobstructed clear vertical distance of 13 feet above any diving board measured from the center of the front end of the board. This area shall extend horizontally at least eight feet behind, eight feet to each side and 16 feet ahead of point A.~~

(4) ~~Public pools with diving facilities in excess of three meters in height or pools designed for platform diving shall comply with the dimensional design requirements of FINA, U.S. diving, national federation of state high school associations (NFSHSA), or similar authority.~~

(f) ~~Minimum dimensions for diving portion of pools.~~

(1) ~~A diagram showing points where dimensions are measured is attached as Exhibit "A" with said Exhibit "A" being incorporated into this division by this reference hereto. Note that the shallow portion of the pool is not shown.~~

(2) ~~Minimum dimensions for points given in diagram (1).~~

Pool Type	VI	VII	VIII	IX
Max. Diving Bd. Length	10'	12'	16'	16'
Max. Bd. Ht. Over Water	26" (2/3 m)	30" (3/4 m)	1 meter	3 meters
Min. Dimensions				
D1	7'-0"	7'-8"	8'-8"	11'-0"
D2	8'-8"	9'-0"	10'-0"	12'-0"
R	5'-8"	6'-0"	7'-0"	8'-8"
L1	2'-8"	3'-0"	4'-0"	6'-0"
L2	8'-0"	9'-0"	10'-0"	10'-6"

L3	10'-6"	12'-0"	15'-0"	21'-0"
L4	7'-0"	4'-0"	2'-0"	0
L5	28'-0"	28'-0"	31'-0"	37'-6"
Min. Width of Pool at:				
PT. A	16'-0"	18'-0"	20'-0"	22'-0"
PT. B	18'-0"	20'-0"	22'-0"	24'-0"
PT. C	18'-0"	20'-0"	22'-0"	24'-0"

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~~L2, L3, and L4 combined represent the minimum distance from the tip of board to pool wall opposite diving equipment.~~

~~NOTE: Placement of boards shall observe the following minimum dimensions. With multiple board installations minimum pool widths must be increased accordingly.~~

Deck Level Board to Pool Side	8'
One Meter Board to Pool Side	10'
Three Meter Board to Pool Side	11'
One Meter or Deck Level Board to 3 Meter Board	10'
One Meter or Deck Level Board to another One Meter or Deck Level Board	8'
Three Meter to another Three Meter Board	10'

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~~(g) — Offset ledges . When provided, offset ledges shall fall within 11 degrees from plumb starting at the junction of the pool wall and waterline and shall have a slip resistant surface. The outer two inch edge shall be painted a contrasting color. The maximum width shall be eight inches. The typical allowable dimensions are based on the depths shown in Exhibit "B" with said Exhibit "B" being incorporated into this division by this reference hereto.~~

~~(h) — Underwater seat benches . Underwater seat benches in pools, when provided, shall have a maximum horizontal seat bench depth of 20 inches below the waterline, be visually set apart by~~



~~having the outer two inches of each seat painted in a contrasting color, have a slip-resisting surface, and shall be located fully outside of the required minimum diving water envelope if the pool is intended for use with diving equipment. Underwater seat benches shall be permitted in the deep end of the pool only if they are either completely recessed, shaped to be compatible with the shape of the pool wall, or in a corner of the pool.~~

~~(i) **Maximum user load and pool size.** Maximum user load at all public pools except spas, shall be in accordance with Table 1 below. Tables 2(a) and (b) are to be used only to establish the minimum pool size allowable:~~

~~(1) The user load shall be the maximum number of people allowed in the swimming pool at one time. Use of the table in calculating the bathing load shall be cumulative.~~

	<del>Shallow Instruct. or Wading Area (per user)</del>	<del>Deep Area (not including the Diving Area) (per user)</del>	<del>Diving Area (per each diving board) (per user)</del>	<del>Entry Area for all other devices including slides (per device)</del>
<del>Pools with minimal deck areas (smaller than the pool surface area)</del>	<del>18 square feet</del>	<del>20 square feet</del>	<del>300 square feet</del>	<del>150 square feet</del>
<del>Pools with deck area at least equal to water surface, up to twice the surface area of the water</del>	<del>15 square feet</del>	<del>18 square feet</del>	<del>300 square feet</del>	<del>150 square feet</del>
<del>Pools with deck area at least twice the water surface area</del>	<del>12 square feet</del>	<del>15 square feet</del>	<del>300 square feet</del>	<del>150 square feet</del>

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~~(2) **Maximum bathing load per number of living or dwelling units** shall be used only to establish the minimum pool size allowable. The use of these tables in calculating the bather load shall be cumulative. These tables do not apply to spas.~~

~~a. **Swimming pools with transient bathers.**~~

<del>Number of Units</del>	<del>Bathers per Unit</del>
<del>0—100</del>	<del>0.65 bathers/unit</del>
<del>101—250</del>	<del>0.50 bathers/unit</del>
<del>251—500</del>	<del>0.15 bathers/unit</del>

501—plus	0.05 bathers/unit
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~~b. Swimming pools with non-transient bathers.~~

Number of Units	Bathers per Unit
0—100	0.75 bathers/unit
101—200	0.65 bathers/unit
201—300	0.40 bathers/unit
301—500	0.15 bathers/unit
501—plus	0.10 bathers/unit

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~~(3) The maximum user load in a spa at one time shall not exceed one person per nine square feet of surface area.~~

~~(j) Wading pool water depth. Wading pools shall be separate and physically set apart from beginning or shallow water areas of swimming pools by at least six feet of deck. Where a wading pool is adjacent to any deep water area, a minimum four foot high barrier shall be installed separating the two pools.~~

~~(1) Wading pools shall have a maximum water depth of 24 inches. The water depth at the perimeter shall not exceed 18 inches. Water depths may be reduced from the above maximums and brought to zero at the most shallow point.~~

~~(2) Walls in wading pools shall be vertical or within 11 degrees of vertical except for the lower six inches which shall be radiused to the floor. Walls shall not extend more than six inches above the waterline at any point.~~

~~(3) Floors of wading pools shall be uniform, sloped to drain with a maximum slope of one foot in 12 feet.~~

~~(k) Spa water depth. The maximum water depth in a spa shall be four feet measured from the waterline. Exceptions may be made for spas designed for a special purpose.~~

~~(1) Multi-level seating in a spa may be provided, but the maximum water depth of any seat or sitting bench shall be 28 inches measured from the waterline.~~

~~(2) The spa shall be provided with a suitable handhold around its perimeter in areas where water depths exceed three feet six inches. Handholds shall be provided no further apart than four feet and may consist of any one or a combination of the following options:~~

- ~~a. Coping, ledges, radiused flanges or decks along the immediate top edge of the spa shall provide a suitable slip-resisting handhold located not more than 12 inches above the waterline;~~
- ~~b. Ladders, steps or seat ledges; or~~
- ~~c. A secured rope or railing at or not more than 12 inches above the waterline.~~
- ~~(3) The slope of the floor in a spa shall not exceed one foot in 12 feet vertical to horizontal.~~

~~(Code 1992, § 18-24; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-63. Decks and deck equipment.~~

- ~~(a) These requirements shall be for decks and deck equipment used by users and shall apply at the time of construction.~~
- ~~(1) Decks shall be designed and installed in accordance with the engineering practices required in the area of installation. This includes the design and quality of subbase when required, concrete mix design, reinforcing, joints, etc.~~
- ~~(2) Decks, ramps, coping and similar step surfaces shall be slip-resisting and easily cleanable.~~
- ~~(3) Special features in or on decks such as markers, brand insignias or similar features shall conform to this division.~~
- ~~(4) Risers for steps for the deck shall be uniform and have a minimum height of 3¾ inches and a maximum height of 7½ inches. The minimum tread depth shall be ten inches.~~
- ~~(5) Excavation areas shall be adequately compacted when they support the decks.~~
- ~~(6) The deck, including coping, shall have a minimum four foot width of continuous, unobstructed walking area maintained at all times.~~
- ~~(7) A minimum four foot deck width shall be provided on the sides and rear of any diving equipment. A deck clearance of 24 inches shall be provided around any other deck equipment that is 36 inches or less in height above the deck. A deck clearance of 36 inches shall be provided around all other deck equipment.~~
- ~~(8) A four foot minimum, continuous unobstructed deck, which may include the coping, shall be provided around at least 50 percent or more of a spa.~~
- ~~(9) The minimum slope of the decks shall be one eighth inch per one foot.~~
- ~~(10) The maximum voids between adjoining concrete slabs, and/or between concrete slabs and expansion joint material, shall be three sixteenths inch of horizontal clearance with a maximum difference in vertical elevation of one fourth inch.~~
- ~~(11) Construction joints where pool coping meets decks shall be watertight and shall not allow water to pass to the ground beneath.~~
- ~~(12) The areas where the decks join the pool and spa coping shall be designed and installed so as to protect the coping and its mortar bed from damage as a result of reasonable movement of adjoining decks.~~
- ~~(13) Joints in decks shall be provided to minimize the potential for cracks due to a change in elevations, separation of surfaces or movement of the slab.~~
- ~~(14) The areas where the decks joins concrete work shall be protected by expansion joints to protect the pool adequately from the pressures of relative movements.~~
- ~~(15) Decks shall be edged, have a radius, or be otherwise relieved to eliminate sharp corners.~~

- ~~(16) Decks shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove pool and spa splash water, deck cleaning water and rain water without leaving standing water.~~
- ~~(17) Site drainage shall be provided so as to direct all perimeter deck drainage as well as general site and roof drainage away from the pool. When required, yard drains shall be installed to prevent the accumulation or puddling of site water in the general area of the decks and related improvements.~~
- ~~(18) If used, an open pit or leaching design for backwash sump purposes shall be located so that it falls completely below adjacent decks and fully outside a line projected 45 degrees downward and away from such decks, or shall be designed to accommodate local soil conditions and the volume of backwash as represented in Exhibit "C" with said Exhibit "C" being incorporated into this division by this reference hereto.~~
- ~~(19) Circulation system piping, other than that integrally included in the manufacture of the pool or spa, shall be subject to an induced static hydraulic pressure test (sealed system) at 50 pounds per square inch (psi) for at least 30 minutes or longer as determined by the health authority. This test shall be performed before the deck is poured and the pressure shall be maintained through the deck pour.~~
- ~~(20) Valves installed in or under any decks shall provide a minimum ten inches diameter access cover and valve pit to facilitate servicing.~~
- ~~(21) A hose bib and a vacuum breaker shall be provided for washing down the entire deck area.~~
- ~~(22) The deck area will be kept clean of all trash and debris.~~
- ~~(b) Entry/exit. All pools except spas, shall have at least two means of entry/exit located so as to serve both ends of the pool. These shall consist of ladders, stairs or recessed treads, or a walking entry and may be used in combination. All treads shall have slip resisting surfaces.~~
  - ~~(1) Where water depths are 24 inches or less at the pool wall, such areas shall be considered as providing their own natural mode for entry/exit.~~
  - ~~(2) For pools or water areas over 30 feet in width, both sides of the deep portions of the pool shall have entries/exits provided.~~
  - ~~(3) A means of entry/exit for the shallow end shall be located between the shallow end wall and the cross section at point C, while a means of entry/exit for the deep end shall be between the deep end wall and the cross section at point B as shown in section 14-62(f).~~
  - ~~(4) A means of entry/exit shall be provided at a minimum of every 75 linear feet of pool wall or fraction thereof.~~
  - ~~(5) Stairs, ladders and recessed treads shall be located so as not to interfere with racing lanes if applicable.~~
- ~~(c) Pool stairs. The design and construction of protruding and recessed pool stairs shall conform to the following:~~
  - ~~(1) Step treads shall have a minimum unobstructed horizontal depth of ten inches and a minimum unobstructed surface area of 240 square inches.~~
  - ~~(2) Risers at the centerline of the treads shall have a maximum uniform height of ten inches, with the bottom riser height allowed to vary from two inches to not more than ten inches.~~
  - ~~(3) Each set of stairs shall be provided with at least one handrail to serve all treads and risers. Handrails shall conform to the following:~~
    - ~~a. Handrails, if removable, shall be installed in such a way that they cannot be removed without the use of tools.~~

~~b. The leading edge of handrails facilitating stairs and pool entry/exit shall be no more than 18 inches plus or minus three inches, horizontally from the vertical plane of the bottom riser (where applicable).~~

~~c. The outside diameter of handrails shall be between one inch and 1 9/10 inches.~~

~~(4) Underwater seats, benches or swim-outs may be provided as part of the stairs or recessed treads.~~

~~(d) Pool ladders. The design and construction of pool ladders shall conform to the following:~~

~~(1) Pool ladders shall be made entirely of corrosion-resisting materials.~~

~~(2) Ladders shall provide two handholds or two handrails.~~

~~(3) Below the water level, there shall be a clearance of not more than six inches nor less than three inches between any ladder tread edge, measured from the pool wall side of the tread and the pool wall.~~

~~(4) The clear distance between ladder handrails shall be a minimum of 17 inches and a maximum of 24 inches.~~

~~(5) There shall be a uniform height between ladder treads, with a seven inch minimum distance and a 12 inch maximum distance.~~

~~(6) Ladder treads shall have a minimum horizontal depth of 1½ inches.~~

~~(e) Recessed treads. The design and construction of recessed treads in the pool wall shall conform to the following:~~

~~(1) Recessed treads at the centerline shall have a uniform vertical spacing of 12 inches maximum and seven inches minimum.~~

~~(2) The vertical distance between the pool coping edge, deck or step surface and the uppermost recessed tread shall be a maximum of 12 inches.~~

~~(3) Recessed treads shall have a minimum depth of five inches and a minimum width of 12 inches.~~

~~(4) Recessed treads shall drain into the pool to prevent the accumulation of dirt.~~

~~(5) Each set of recessed treads shall be provided with a set of handrails/grabrails/handholds to serve all treads and risers.~~

~~(f) Spa entry/exit. Spas shall have a means of entry/exit at a minimum of every 50 feet or portion thereof, where water depths are greater than 24 inches.~~

~~(1) Subsections (d) and (e) of this section shall apply to ladders and recessed treads in spas.~~

~~(2) Spas shall be equipped with at least one handrail (or ladder equivalent) for each 50 feet of perimeter or portion thereof, to designate the point of entry and exit.~~

~~a. Handrails shall be installed in such a way that they cannot be removed without the use of tools.~~

~~b. The leading edge of a handrail in the spa shall be no more than 18 inches plus or minus three inches horizontally from the vertical plane of the bottom riser (where applicable).~~

~~c. The outside diameter of handrails shall be between 1 9/10 inches.~~

~~(3) The design and construction of spa steps and seat benches, where used, shall conform to the following:~~

~~a. Step treads shall have a minimum unobstructed horizontal depth of ten inches for a minimum continuous width of 12 inches. Step treads shall have slip-resisting surfaces.~~

~~b. Riser heights shall not be greater than 12 inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of 14 inches above the spa floor.~~

- ~~e. The first and last risers need not be uniform but shall comply with riser height requirements as noted above. The first (top) riser is measured from the finished deck.~~
- ~~d. Intermediate risers, those between the first and last risers, shall be uniform in height.~~
- ~~e. Each set of steps shall be provided with at least one handrail to serve all treads and risers.~~
- ~~f. The outer two inch edge of each step shall be painted a contrasting color.~~

~~(g) Supports for diving equipment. Supports, platforms, stairs, and ladders for diving equipment shall be designed to carry the anticipated loads. Stairs and ladders shall be of corrosion resisting material, easily cleanable and with slip resisting tread.~~

- ~~(1) All diving stands higher than 24 inches measured from the deck to the top butt end of the board shall be provided with stairs and/or a ladder. Step treads shall be self draining.~~
- ~~(2) Platforms and diving equipment of one meter or higher shall be protected with guard rails which shall be at least 30 inches above the diving board and extend to the edge of the pool wall. All platforms or diving equipment higher than one meter shall have guard rails which are at least 36 inches above the diving board and extend to the edge of the pool wall.~~

~~(h) Diving equipment. Diving equipment shall be designed for swimming pool use and shall be installed in accordance with the manufacturer's recommendations.~~

- ~~(1) Diving equipment manufacturers shall provide installation instructions and specifications with each unit.~~
- ~~(2) A label shall be permanently affixed to the diving equipment or jump board and shall include:
 
  - ~~a. Manufacturer's name and address;~~
  - ~~b. Board equipment length;~~
  - ~~c. Identification as to diving or jump board; and~~
  - ~~d. Fulcrum setting specifications (if applicable).~~~~
- ~~(3) Diving equipment shall have slip resisting tread surfaces.~~
- ~~(4) Diving equipment shall be permanently anchored to the pool deck. The edge of the board at the tip end shall be level with the water surface. The tip end of the board over the pool water surface may be higher than the butt end of the board.~~
- ~~(5) Maximum board height over the water shall have plus three inches tolerance.~~
- ~~(6) The maximum construction tolerance of the tip of the board from point A as shown in section 14-62(f) shall be plus or minus three inches. The diving equipment shall be in compliance with section 14-62(e).~~

~~(i) The requirements of the U.S. Consumer Product Safety Commission (CPSC) Standard for Swimming Pool Slides as published in the Code of Federal Regulations, 16 CFR 1207, shall be used for standards relating to swimming pool slides. Installation and use instructions shall be provided with each unit by the manufacturer.~~

~~(j) Play structures and other equipment shall be governed by other appropriate authorities such as building codes, CPSC, and amusement ride regulations.~~

~~(Code 1992, § 18-25; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-64. Circulation systems.~~

~~(a) A circulation system consisting of pumps, piping, return inlets and suction outlets, filters and other necessary equipment shall be provided for complete circulation of water through all parts of the pool.~~



~~(1) The equipment for a swimming pool shall be of adequate size to turnover the entire pool water capacity at least once every six hours unless otherwise specified in subsection (a)(3) of this section. The equipment for a spa shall be of adequate size to turnover the entire spa water capacity at a minimum of once every 30 minutes. This system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter in clean media condition of the filter.~~

~~(2) In pools other than those listed in subsection (a)(3) of this section, built prior to December 31, 2000, the turnover rate must be at least once every eight hours. Upon rehabilitation of a pool which includes piping and/or circulation equipment changes, or by January 1, 2003, whichever is sooner, a six hour turnover rate will be met if possible as determined by the health authority.~~

~~(3) Turnover rates for pools by type:~~

<del>Spas</del>	<del>30 minutes</del>
<del>Zero-depth pools/spray pads</del>	<del>30 minutes</del>
<del>Wading pools (without any interactive equipment)</del>	<del>30 minutes</del>
<del>Wading/interactive play pools (maximum depth, 24 inches)</del>	<del>60 minutes</del>
<del>Slide/plunge pools, flumes and all other plunge/falling entry pools</del>	<del>60 minutes</del>
<del>Wave pools</del>	<del>3 hours</del>
<del>Continuous watercourse/rivers</del>	<del>4 hours</del>
<del>Water attraction/equipment pump reservoir tanks</del>	<del>30 minutes</del>
<del>Dual use swimming pools (swimming pools with a slide or other feature and has an average depth exceeding 24 inches)</del>	<del>4 hours</del>

~~(4) Timing devices will be allowed for the purpose of turning off the circulation system during times when a pool is not being used. Timing devices must be set to provide at least one complete turnover immediately prior to the pool reopening.~~

~~(5) Water clarity shall be maintained. (Clarity is a function of proper filtration and maintenance of proper chemical operational parameters.) When standing at the pool's edge at the deep end,~~

~~the main drain covers or a standard black and white disc shall be clearly visible. When standing at a spa's edge, the deepest portion of the spa floor shall be visible in a still condition.~~

~~(6) Circulation system components which require replacement or servicing shall be accessible for inspection, repair, or replacement and shall be installed in accordance with the manufacturer's instructions.~~

~~(7) Where equipment sizing falls within the scope of NSF International testing, materials and equipment used in the circulation system shall comply with the appropriate requirements of NSF International Standard 50.~~

~~(8) Pool and spa equipment shall be properly supported to prevent damage from misalignment, settlement, etc. The equipment shall be mounted so as to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.~~

~~(b) Water velocity. The water velocity in the pool or spa piping shall be a minimum of five feet per second, but shall not exceed ten feet per second for discharge piping (except for copper pipe where the velocity should not exceed eight feet per second), and a minimum of four feet per second, but not exceed six feet per second for suction piping, unless summary calculations are provided to show that the greater flow is possible with the pump and piping provided. Pool and spa piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.~~

~~(1) The pump shall be sized to deliver the required flow rate against the total system head involved.~~

~~(2) A wading pool shall have a separate circulation system of adequate size to turnover the entire pool water capacity at least once every two hours.~~

~~(c) Piping and fittings. The circulation system piping and fittings shall be nontoxic, shall be considered to be process piping and shall be of material able to withstand operating pressures and operating conditions.~~

~~(1) Pool and spa piping subject to damage by freezing shall have a uniform slope in one direction equipped with valves for adequate drainage. Pool and spa piping shall be supported at sufficient intervals to prevent entrapment of air, water or dirt. Provision shall be made for expansion or contraction of pipes.~~

~~(2) Equipment shall be designed and fabricated to drain the pool or spa water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves, or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.~~

~~(d) System condition. Gauges shall be provided as follows:~~

~~(1) A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.~~

~~(2) A flow meter measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate within ten percent actual flow shall be provided. The flow indicator shall be capable of measuring from one-half to at least 1½ times the design flow rate. The gauge shall be located after the filtering equipment and in such location on the return line, so as to measure the total amount of water returning to the pool according to the manufacturer's installation specifications.~~

~~(e) Water clarity and chemistry. The circulation system shall be capable of maintaining water clarity and water chemistry requirements and shall operate 24 hours per day, except when an automatic timing device is installed that will allow at least one complete turnover, immediately prior to beginning the next period of operation.~~

~~(f) Instructions. Operation and maintenance instructions shall be provided for the circulation system.~~

~~(Code 1992, § 18-26; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-65. — Filters.~~

- ~~(a) — Design. Filters shall be designed so that after cleaning per manufacturer's instructions, the system can provide the water clarity noted in section 14-64(a)(5).~~
  - ~~(1) — Filter sizing shall be per NSF International Standard 50 with the specific maximum flow rates per surface area based on media used.~~
  - ~~(2) — Filters shall be designed so that filtration surfaces can be inspected and serviced.~~
- ~~(b) — Internal pressure. On pressure type filters, a means shall be provided to permit the release of internal pressure.~~
  - ~~(1) — Any filter incorporating an automatic internal air release as its principal means of air release shall have lids which provide a slow and safe release of pressure as a part of its design.~~
  - ~~(2) — Any separation tank used in conjunction with any filter tank shall have a manual means of air release or a lid which provides a slow and safe release of pressure as it is opened as a part of its design.~~
- ~~(c) — Instructions. Pressure filters and separation tanks shall have operation and maintenance instructions permanently installed on the filter or separation tank and shall include a precautionary warning statement not to start up the system after maintenance without first opening the air release and proper reassembly of the filter and separation tank. The statement shall be visible and noticeable within the area of the air release.~~
- ~~(d) — Piping. Piping furnished with the filter shall be of suitable material capable of withstanding 1½ times the working pressure. The suction piping shall not collapse when there is a complete shutoff of flow on the suction side of the pump.~~
- ~~(e) — A sight glass shall be installed on the waste discharge line of pressure filters so that the progress of filter washing can be observed.~~

~~(Code 1992, § 18-27; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-66. — Pumps and motors.~~

- ~~(a) — Sizing. A pump and motor shall be provided for circulation of the pool and spa water. Performance of all pumps shall meet or exceed the conditions of flow required for filtering and cleaning (if applicable) the filters against the total dynamic head developed by the complete system. Where applicable, pumps shall comply with the NSF International Standard 50, or Underwriters Laboratories (UL) 1081.~~
- ~~(b) — Strainer or screen. With all pressure filter systems, a cleanable strainer or screen shall be provided upstream of the circulation pumps to remove solids, debris, hair, lint, etc.~~
- ~~(c) — Pumps and motors shall be accessible for inspection and service.~~
- ~~(d) — Safe operation. The design and construction of the pumps and component parts shall provide safe operation.~~
- ~~(e) — Pump seal. Where a mechanical pump seal is provided, components of the seal shall be corrosion-resisting and capable of operating under conditions normally encountered in pool operation.~~
- ~~(f) — Capability. Motors shall be capable of operating the pump under full load with a voltage variation of plus or minus ten percent from the nameplate rating. If the maximum service factor of the motor is exceeded (at full voltage), the manufacturer shall indicate this on the pump curve.~~
- ~~(g) — Overload protection. All motors shall have thermal or current overload protection, either built in or in the line starter, to provide locked rotor and running protection.~~

~~(h) When the pump is below the waterline, valves shall be installed on permanently connected suction and discharge lines, located in an accessible place outside the walls of the pool, where they shall be readily and easily accessible for maintenance and removal of the pump.~~

~~(i) Pressure or vacuum gauges shall be installed on all public pools and spas.~~

~~(1) The vacuum gauge shall be installed after the filter and before the pump, as close to the pump return inlet as possible while still maintaining an accurate reading.~~

~~(2) The pressure gauge shall be installed downstream from the pump on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.~~

~~(Code 1992, § 18-28; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-67. Return inlets and suction outlets.~~

~~(a) Location. Return inlets and suction outlets shall be provided and arranged to produce a uniform circulation of water and maintain a uniform disinfectant residual throughout the pool or spa. Where skimmers are used, the return inlets shall be located so as to help bring floating particles within range of the skimmers.~~

~~(1) A swimming pool shall have a minimum of two return inlets regardless of pool size. The number of return inlets shall be based on two inlets per 600 square feet of pool surface area or one inlet every 15 feet of perimeter or fraction thereof, whichever is greater. Return inlets from the circulation system shall be designed so as not to constitute a hazard to the user.~~

~~(2) All pools shall be provided with at least two main drain suction outlets in the lowest point of the pool floor. The spacing of the main drains shall be at least five feet, but not greater than 20 feet on centers nor more than 15 feet from each side wall.~~

~~(3) All spas shall have a minimum of two suction outlets provided for each pump in the suction outlet system separated by a minimum of three feet or located on two different planes; i.e., one on the bottom and one on the vertical wall, or one each on two separate vertical walls. These suction outlets shall be plumbed such that water is drawn through them simultaneously through a common line to the pump.~~

~~(b) Suction outlets shall be provided with a cover that has been tested and approved by a nationally recognized testing laboratory and comply with ANSI/ASME A112.19.8M-1987, suction fittings for use in swimming pools, wading pools, spas, hot tubs and whirlpool bathtub appliances.~~

~~(c) Net openings in each floor outlet covering or grating shall be at least four times the area of the discharge pipe and provide sufficient area so that the maximum velocity of the water passing the grate will not exceed 1½ feet per second.~~

~~(1) The width of openings in grating shall be not less than one-eighth inch and not more than one-half inch.~~

~~(2) The pool or spa shall not be operated if the outlet grate is missing, broken or secured in such a way that it can be removed without the use of tools.~~

~~(d) Entrapment avoidance. If the suction outlet system, such as a filtration system, booster system, automatic cleaning system, solar system, etc., has a single suction outlet, or multiple suction outlets which can be isolated, each suction outlet shall protect against user entrapment by as many of the following as necessary:~~

~~(1) An anti-entrapment device installed immediately upstream of the pump;~~

~~(2) An anti-vortex cover;~~

~~(3) A 12 inch by 12 inch grate or larger; or~~

~~(4) Other means.~~

~~(e) Where provided, the vacuum cleaner fittings shall be located in accessible positions at least six inches and no greater than 18 inches below the minimum operating water level or as an attachment to the skimmers.~~

~~(Code 1992, § 18-29; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-68. Surface skimmer systems.~~

~~(a) A surface skimming system shall be provided on all swimming pools and spas and shall be designed and constructed to skim the pool or spa surface when the water level is maintained within the operational parameters of the system's rim or weir device. Surface skimming devices shall comply with NSF International Standard 50.~~

~~(b) Skimming devices shall be designed and installed so as not to constitute a hazard to the user.~~

~~(c) Automatic surface skimmers. Where automatic surface skimmers are used as the sole overflow system in pools, at least two surface skimmers shall be provided for the first 500 square feet or fraction thereof of the water surface area and one skimmer shall be provided for each additional 500 square feet of surface area. In spas, one skimmer shall be provided for each 100 square feet of surface area. Nominal recessed areas such as stairs, swim-outs, spas, etc., shall not be considered in the calculation. When skimmers are used, they shall be located to maintain effective skimming action over the entire surface of the pool or spa.~~

~~(d) Perimeter surface skimmer (gutter). Where a perimeter type surface skimming system is used as the sole surface skimming system, this system shall extend completely around the perimeter of the pool except at steps or recessed ladders. The lip of the gutter shall be level and shall be designed to serve as a handhold for bathers. The perimeter surface skimming system shall be connected to the circulation system with a system surge capacity of not less than one gallon for each square foot of pool surface or 2½ gallons for each square foot of spa surface.~~

~~(e) The hydraulic capacity of the overflow system shall be capable of handling 100 percent of the circulation flow.~~

~~(Code 1992, § 18-30; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-69. Lighting and electrical requirements.~~

~~(a) Artificial lighting shall be provided for all indoor and outdoor pools and spas. Lighting shall be adequate to illuminate the entire swimming pool enclosure without glare. All installations shall comply with local building code requirements. Ground fault interrupters must be provided. Lighting in dressing rooms, sanitary facilities, equipment rooms and concessions shall comply with local code requirements.~~

~~(1) For outdoor pools used for night swimming and all indoor pools and spas, a minimum of 30 foot candles shall be maintained at the surface of pool and deck areas where underwater lighting is utilized. A minimum of 50 foot candles shall be maintained at the surface of pool and deck areas where underwater lighting is not utilized. More light may be required as deemed necessary by the health authority and/or by other codes which apply.~~

~~(2) Where underwater lighting is used, the following rules shall apply:~~

~~a. For public pools under 800 square feet of pool surface area, a minimum of 500 watts of underwater lighting is required.~~

~~b. For all public pools 800 square feet or larger of surface area, at a minimum, 1½ watts per square foot of surface area is required. The lighting shall be evenly spaced around the pool to prevent glare.~~

~~e.—In all diving pools and all pools over 1,000 square feet with diving areas to 12 feet in depth, two watts per square foot of surface area is required. In all pools with diving wells deeper than 12 feet, it is required to provide at least three watts per square foot of surface area, within the diving well.~~

~~(3) For outdoor pools, when not being used for night swimming or recreation, a minimum of ten foot candles shall be maintained at the surface of pool and deck areas. Motion detector type lights are acceptable.~~

~~(b) No switches, starters, panel boards or similar electrical equipment shall be located in areas readily accessible to bathers while in the pool or on the designated deck area.~~

~~(c) No overhead wiring shall pass within 20 feet (horizontal distance) of the pool enclosure. No electrical outlets shall be located within ten feet of the pool edge.~~

~~(Code 1992, § 18-31; Ord. No. 2000-16, § 2, 10-26-2000)~~

#### ~~Sec. 14-70. Heaters.~~

~~(a) Sizing. A heater will be properly sized according to the volume of water, square footage of surface area and manufacturer's recommendations.~~

~~(b) Water temperature. The owner/operator shall routinely check the in-pool or in-spa water to ensure that the temperature does not exceed 104° F. If adjustments are necessary, those adjustments shall be performed in accordance with manufacturer's instructions or by a qualified technician. A thermometer shall be available to measure the temperature of the water. It may be attached or floating or available to the operator at all times.~~

~~(c) Installation. The heaters shall be installed in accordance with all federal, state and local codes as well as the manufacturer's recommendations.~~

~~(1) Support. The heater shall be installed on a surface with sufficient structural strength to support the heater when it is full of water and operating. The heater shall be level and not able to move after plumbing, gas and/or electrical connections are completed.~~

~~(2) Ventilation. Fossil fuel heaters shall have adequate ventilation in order to assure proper operation.~~

~~(3) Make up air. Make-up air shall be sufficient for proper operation.~~

~~(Code 1992, § 18-32; Ord. No. 2000-16, § 2, 10-26-2000)~~

#### ~~Sec. 14-71. Air blower and induction systems.~~

~~(a) Entry devices. This rule pertains to all devices and systems which induce or allow air to enter the spa either by means of a power pump or passive design.~~

~~(b) Air intake source. Air intake sources shall not induce water external to the spa unit, dirt or contaminants, into the spa.~~

~~(c) Make up air. When installing an air blower within an enclosure or indoors, adequate ventilation is a necessity. The air induction system shall be installed in accordance with any applicable codes and the manufacturer's recommendations for air openings to the enclosure.~~

~~(d) Accessibility. The air blower shall be accessible for inspection and service.~~

~~(e) Air passages. Integral air passages shall be pressure tested at the time of manufacture to provide structural integrity to a value of 1½ times the intended working pressure.~~



~~(Code 1992, § 18-33; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-72.—Water supply.~~

- ~~(a) The water supply for all pools, spas, showers, lavatories, drinking fountains and any other uses in conjunction with the pool shall be adequate in quantity and shall comply with all requirements of the Georgia Safe Drinking Water Act of 1977 and the "Rules for Safe Drinking Water" promulgated by the department of natural resources. The water supply serving the pool which may come from a variety of sources, shall meet the requirements of section 14-74 before the user uses the pool.~~
- ~~(b) No direct mechanical connection shall be made between the potable water supply and the swimming pool, chlorinating equipment or the system of piping for the pool, unless it is protected against backflow and back siphonage in a manner approved by the health authority or through an air gap meeting the latest American National Standards Institute Standard A112.1.2 or other equivalent means approved by the health authority.~~
- ~~(c) An over the rim spout, if used, shall be located under a diving board, adjacent to a ladder or otherwise properly shielded so as not to create a hazard. Its open end shall have no sharp edges and shall not protrude more than two inches beyond the edge of the pool.~~
- ~~(d) Backwash water may be discharged into a sanitary sewer through an approved air gap or into an approved subsurface disposal system or by other means approved by the health authority.~~

~~(Code 1992, § 18-34; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-73.—Disinfectant equipment and chemical feeders.~~

- ~~(a) Disinfectant equipment and chemical feeders, hereafter referred to jointly as "equipment," shall comply with the requirements of NSF International Standard 50. The disinfection equipment shall be capable of precisely introducing a sufficient quantity of an approved disinfecting agent to maintain the appropriate recommended guidelines as outlined in section 14-74.~~
  - ~~(1) Every pool and spa shall be required to have at least one unit of disinfectant agent equipment in compliance with subsection (a)(2) of this section. Additional units may be required to maintain chemical and physical parameters of the pool water.~~
  - ~~(2) The pool or spa water shall be continuously disinfected by a disinfecting agent that imparts an easily measured residual. The disinfecting agent used shall be subject to field testing procedures that are simple and accurate. Gaseous chlorine, chlorine compounds, bromine compounds or other bactericidal agents shall be acceptable when meeting the disinfectant level parameters outlined in section 14-74. Other bactericidal agents not outlined in section 14-74 may be used if the Health Authority can be shown test results that show the agent to be an adequate bactericide for swimming pool and/or spa use. A test kit for these other agents must be supplied to the health authority by the manufacturer or the pool owner. Bactericidal agents shall be registered by the U.S. Environmental Protection Agency (EPA).~~
  - ~~(3) Any apparatus, device, or equipment that discharges water into the pool or that uses water from the pool as part of the operations of that device, shall either use only water that has been filtered and disinfected immediately prior to being discharged into the pool or shall have a separate disinfection system for the device. This includes, but is not limited to, slides, fountains, water wheels, "mushrooms," squirt guns, etc. Any water being discharged into the pool water shall have at least the same level of disinfection that is required for the type of pool that the device is in, as listed in section 14-74.~~
- ~~(b) Chemical feeders. The installation and use of chemical feeders shall conform to the following:~~
  - ~~(1) Chemical feeders must be installed downstream from the filter and heater.~~

~~(2) If the chemical feeder is equipped with its own pump, it shall be installed so it introduces the gas or solution downstream from the heater and, if possible, at a position lower than the heater outlet fitting.~~

~~(3) Chemical feed pumps shall be wired so they cannot operate unless the filter pump is running. If the chlorinator has an independent timer, the filter and chemical feed pump timers shall be interlocked.~~

~~(c) Elemental (gaseous) chlorine. Chlorine in the gas form may be used.~~

~~(1) Users of gas chlorine must be trained as to the proper procedures for handling chlorine and as to appropriate emergency procedures.~~

~~(2) Gas chlorination equipment shall be located so that equipment failure or malfunction will have minimum effect on evacuation of pool patrons in an emergency.~~

~~(3) Gas chlorine feeders (chlorinators) shall be activated by a booster pump using re-circulated water supplies via the re-circulation system. The booster pump shall be interlocked to the filter pump to prevent feeding of chlorine when the re-circulation pump is not running.~~

~~(4) The chlorinator, cylinders of chlorine and associated equipment shall be housed in a reasonably gas tight and corrosion-resisting housing having a floor area adequate for the purpose. Cylinders shall always be stored in an upright position and properly secured so they cannot tip over if bumped.~~

~~(5) All enclosures shall be located at or above ground level. The enclosure shall be provided with a motor-driven exhaust fan capable of producing at least one air change per minute. This fan must be located at the lower part of the enclosure and there must be louvers of good design near the top of the enclosure for admitting fresh air. A warning sign, stating "chlorine gas" shall be posted on the doors. Doors to the chlorine room shall open away from the pool and be equipped with a viewing window located so that the chlorinator and the inside of the enclosure can be clearly seen prior to entering.~~

~~(6) Electrical switches for the control of artificial lighting and ventilation systems shall be on the outside of the enclosure adjacent to the door.~~

~~(7) Facilities shall include a scale suitable for weighing the cylinders.~~

~~(8) Connections from the cylinders to the system depend on the type of chlorinator to be used and shall comply with the chlorinator manufacturer's recommendation.~~

~~(9) An automatic chlorine leak detector and alarm shall be installed in the chlorinator room.~~

~~(10) Respirators approved by the National Institute for Occupational Safety and Health (NIOSH) shall be provided for protection against chlorine. Occupational Safety and Health Administration (OSHA) regulations require training and maintenance programs for respirators.~~

~~(11) Containers may be stored indoors or outdoors. Full and empty cylinders shall be segregated and appropriately tagged. Storage conditions shall:~~

~~a. Minimize external corrosion;~~

~~b. Be clean and free of trash;~~

~~c. Not be near an elevator or ventilation system; and~~

~~d. Be away from elevated temperatures or heat sources.~~

~~(12) A specific person shall be made responsible for chlorination operations and shall be trained in the performance of routine operations including emergency procedures, leak control procedures, and maintain current documentation of their training in proper respirator use.~~

~~(13) Chlorine cylinders must be handled with care. Valve protection caps and valve outlet caps shall be in place at all times except when the cylinder is connected for use. Cylinders must not~~

~~be dropped and shall be protected from falling objects. Cylinders shall be used on a first-in, first-out basis. New, approved washers shall be used each time a cylinder is connected.~~

~~(14) A safety wall chart shall be posted in or near the chlorine enclosure and a second chart in the pool office near the telephone. The telephone number of the chlorine supplier shall be shown on this chart.~~

~~(15) Pool personnel shall be informed about leak control procedures.~~

~~(16) As soon as a container is empty, the valve shall be closed and the lines disconnected. The outlet cap shall be applied promptly and the valve protection hood attached. The open end of the disconnected line shall be plugged or capped promptly to keep atmospheric moisture out of the system.~~

~~(d) Training. Personnel responsible for the operation of the disinfection agent equipment shall be properly trained in the operation of that equipment, the procedure for performing and interpreting the necessary chemical field tests and the appropriate emergency procedures.~~

~~(e) Test kits. Every pool shall be supplied with an accurate and reliable testing kit capable of measuring any agent that is introduced into the water of the pool, for the determination of pH, FAC, TAC if chlorine is used, bromine or other chemical disinfectant residuals, cyanuric acid (if used), total alkalinity, calcium hardness, copper and silver (if a copper or copper/silver ionization unit has been installed). The health authority shall, upon request, be supplied a field testing kit for any agents introduced into the water supply. If a field testing kit is not available, the agent cannot be introduced until standards for testing have been established by, and written approval has been obtained from, the health authority. The Orthotolidine test (OTO) shall be unacceptable since it cannot distinguish FAC and TAC.~~

~~(f) Daily record. A daily record will be kept of all chemical testing and temperatures recorded for all spas and self inspections performed.~~

~~(Code 1992, § 18-35; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-74. Chemical operational parameters.~~

~~The chemical operational parameters in swimming pool or spa water shall not exceed the maximum level or be lower than the minimum level given in the following parameters. Where no minimum or maximum is given, additional information is within this division to assist the pool operator.~~

	Min.	Ideal	Max.	Comments
<del>(1) Disinfectant Levels</del>				<del>In a pool, hot weather/heavy use may require operation at or near maximum levels. Regular superchlorination is recommended</del>
<del>Free chlorine, ppm</del>	<del>ppm</del>	<del>ppm</del>	<del>ppm</del>	<del>(See Remedial Practices below)</del>
<del>All public pools except as</del>	<del>1.5</del>	<del>1.5—3.0</del>	<del>5.0</del>	

listed below:				
1. Spas	3.0	3.0—5.0	10.0	In a spa, during hours of operation, test the water hourly and record results. Maintain this range continually and shock treat at the end of the daily use period.
2. Activity/interactive/wading pools	3.0	3.0—5.0	10.0	
3. Continuous watercourse/rivers	2.0	2.0—5.0	5.0	
4. Dual use pools	2.0	2.0—5.0	5.0	
5. Falling entry pools	2.0	2.0—5.0	5.0	
6. Wading pools	3.0	3.0—5.0	10.0	
7. Wave pools	2.0	2.0—5.0	5.0	
8. Water attraction pump reservoirs	3.0	3.0—5.0	10.0	
9. Zero-depth pools	3.0	3.0—5.0	10.0	
Free chlorine in stabilized pools	3.0	3.0—5.0	10.0	
Combined chlorine, ppm	None	None	0.2	High combined chlorine results in reduced chemical efficacy. Take remedial action to establish break point chlorination (See Remedial Practices below). Other signs of combined chlorine:

				<del>—Sharp chlorine odor</del> <del>—Eye irritation</del> <del>—Algae growth</del>
Bromine, ppm	2.0	Pool 3.0—5.0	Pool 8.0	In a spa, during hours of operation, test the water hourly and record results. Maintain this range continually and shock treat at the end of the daily use
		Spa 4.0—6.0	Spa 10.0	
Iodine, ppm	Levels not estb'd.	—	—	Note: Local health department Officials should be consulted before use
<del>(2) Chemical values</del>				
pH	7.2	7.4—7.6	7.8	If pH is:
			<del>Too High:</del>	<del>Too Low:</del>
			<del>—Low chlorine efficiency</del> <del>—Scale Formation</del> <del>Cloudy Water</del>	<del>—Rapid dissipation disinfectant</del> <del>—Eye discomfort</del> <del>—Plaster and concrete etching</del> <del>—Corrosion of metals and vinyl liner damage</del>
Total alkalinity (buffering), ppm as CaCO <sub>3</sub>	60	80—100	180	If total alkalinity is:
		for calcium hypochlorite and lithium hypochlorite and sodium	<del>Too High:</del>	<del>Too Low</del>

		hypochlorite		
			<p>—pH bounce</p> <p>—Corrosion tendency</p>	<p>—Cloudy water</p> <p>Increased scaling potential</p> <p>—pH tends to be too high</p>
		100—120 for sodium dichlor, trichlor, chlorine gas and bromine compounds		
Total dissolved solids, ppm	300	1,000—2,000	3,000	<p>These values are offered as guidelines rather than absolute values to indicate concern for accumulation of impurities in the course of operation. Excessive high TDS may lead to hazy water, corrosion of fixtures, etc., and can be reduced by partial draining with addition of fresh water</p>
				<p>High initial TDS may indicate poor water quality due to corrosive mineral salts, humus or organic matter. Consult local water authority</p>
Calcium hardness, ppm as CaCO <sub>3</sub>	150	200—400 to balance water	500—1,000+	<p>Operation of pools, spas and hot tubs at maximum hardness will depend on alkalinity (buffering) requirements of the sanitizer used. Maximum alkalinity and lower pH must be used with maximum</p>



				hardness (over 500 ppm)
Heavy metals, ppm	None	None	Copper 1.0	If heavy metals, such as copper, iron, manganese, silver are present:
			Silver 0.1	<del>—Staining may occur</del> <del>—Water may discolor</del> <del>—Chlorine dissipates rapidly</del> <del>—Filter may plug</del> <del>—May indicate pH too low, corrosion, etc.</del>
<del>(3) Biological Values</del>				
Algae	None	None	None	If algae are observed:
				<del>—Shock treat pool (See Remedial Practices, Shock treatment)</del> <del>—Supplement with brushing and vacuuming</del> <del>—Use approved algicide according to label directions (See Remedial Practices below)</del>
Bacteria	None	None		If bacteria counts exceed maximum allowed:
				<del>—Superchlorinate and follow proper maintenance procedures</del> <del>—Maintain proper disinfectant residual</del>
<del>(4) Stabilizer (if used)</del>				
Cyanuric acid, ppm	10	30—50	100	If stabilizer is:

			Too-High	Too-Low
			<p>—May exceed local health department regulation</p> <p>—May reduce chlorine efficacy</p>	<p>—Chlorine residual rapidly destroyed by sunlight</p>
				Note: Stabilizer is not needed in indoor or brominated pools and spas
Superchlorination frequency	Pool	Pool	Pool	
	Every month	Every other week	Every week when temp is over 85°F	Note: Some high-use pools may need superchlorination three times a week or more as a preventative measure or when combined chlorine is over 0.2 ppm
		Spa daily		
<b>(5) Remedial Practices</b>				
Superchlorination to establish break-point dosage in ppm				When combined chlorine is over 0.2 ppm, superchlorination by adding ten times the combined chlorine ppm (e.g., if combined chlorine is 0.3 ppm, superchlorination by adding three ppm chlorine)
				Applied at the end of daily usage, hold this level for 1—4 hours to clarify the water,

				remove ammonia (combined chlorine), and to kill any algae present.
				Can also be applied when no bathers are present and as required to maintain clear water and the required halogen residual
Shock treatment, dosage in ppm	10	—	—	Nonchlorine oxidizers are not considered biocidal, but may reduce organic contaminants
Clarifying/floccing frequency	—	When needed	—	Use all clarifiers following manufacturer's directions
Algicides				Follow manufacturer's directions. Use EPA registered products
Water replacement				Water in spas that have high bather use may require partial or complete replacement of water periodically to dilute dissolved solids, to maintain water clarity and to do necessary routine maintenance
Foam	None	None	None	Foam may harbor persistent microorganisms. If foaming is not adequately controlled, consider daily shock treatment, water replacement or an appropriate anti-foam agent. Follow

				manufacturer's directions.
<del>(6) Temperature ;deg;F</del>	<del>—</del>	<del>78;deg;— 82;deg; or bather preference</del>	<del>104;deg;</del>	<del>If temperature is:</del>
			<del>Too High</del>	<del>Too Low:</del>
			<del>—Health hazard</del> <del>—Bather discomfort</del> <del>—Excessive fuel requirement</del> <del>—Increased evaporation</del> <del>—Increased scaling potential</del> <del>—Increased use of disinfectants</del> <del>—Increased potential for corrosion</del>	<del>—Bather discomfort</del> <del>—Increased chance of hypothermia</del>
<del>(7) Water Clarity</del>				
Water turbidity	Must be able to see main drain covers or a standard black and white disc laying on the bottom of the deepest	—	—	If water is turbid: <del>—Disinfectant level may be low</del> <del>—Filtration system may be inoperative</del> <del>—Improper chemical balance</del> <del>—Bottom should be clearly visible at the deepest part of the pool or spa</del>

	portion of the pool			<del>—</del> Consult remedial practices
<del>(8) Oxidizers</del>				
Ozone, low output generators	<del>—</del>	<del>—</del>	0.1	Serves as oxidizer of water contaminants
Contact concentration mg/l when ozone is injected and not removed prior to entry into pool	0	0	0.05	Indoor installations should have adequate ventilation
Above pool and spa levels				
<del>(9) Oxidizer Reduction Potential</del>				
ORP	650 MV	<del>—</del>	<del>—</del>	When chlorine or bromine is used as the primary disinfectant, ORP can be used as a supplemental measurement of proper sanitizer activity. The use of ORP testing does not eliminate or supersede the need for testing the sanitizer level with standard test kits and the ORP reading may be affected by a number of factors including: (1) pH, (2) probe film, and (3) cyanuric acid. Follow manufacturer's recommendations.

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(Code 1992, § 18-36; Ord. No. 2000-16, § 2, 10-26-2000)

Sec. 14-75. — Specific safety features.

- ~~(a) — Handholds. A public pool shall be provided with a suitable handhold around its perimeter in areas where depths exceed three feet six inches. Handholds shall be provided no further apart than four feet and shall consist of any one or a combination of the items listed below:~~
- ~~(1) — Coping, ledge or deck along the immediate top edge of the pool which provides a slip-resisting surface of at least four inches minimum horizontal width and located at or not more than 12 inches above the waterline;~~
  - ~~(2) — Ladders, stairs or seat ledges; or~~
  - ~~(3) — A railing placed at or not more than 12 inches above the waterline.~~
- ~~(b) — Rope and float line. A rope and float line shall be provided within one foot of and on the shallow side of the break in grade between the shallow and deep portions of the swimming pool, with its position marked with visible floats at not greater than seven foot intervals.~~
- ~~(1) — The rope and float line shall be securely fastened to wall anchors of corrosion-resisting materials and of the type which shall be recessed or have no projection that will constitute a hazard when the line is removed.~~
  - ~~(2) — The line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users.~~
- ~~(c) — Depth markers for swimming pools. Depth of water in feet shall be plainly and conspicuously marked at or above the waterline on the vertical pool wall and on the top of the coping or edge of the deck or walk next to the pool. The word or abbreviation for "feet" must be specified.~~
- ~~(1) — Depth markers on the vertical pool wall shall be positioned to be read from the water side.~~
  - ~~(2) — Depth markers on the deck shall be within 18 inches of the water edge and positioned to be read while standing on the deck facing the water.~~
  - ~~(3) — Depth markers shall be slip-resisting.~~
  - ~~(4) — Depth markers shall be installed at the maximum and minimum water depths and at all points of slope change.~~
  - ~~(5) — Depth markers shall be installed at intermediate increments of water depth not to exceed two feet, nor spaced at distances greater than 25 foot intervals.~~
  - ~~(6) — Depth markers shall be arranged uniformly on both sides and both ends of the pool.~~
  - ~~(7) — Depth markers on irregularly shaped pools shall designate depths at all major deviations in shape as well as conform to the foregoing subsections.~~
  - ~~(8) — Depth markers shall have a four inch minimum height. Numbers shall be of contrasting color to the background on which they are applied, and the color shall be of a permanent nature.~~
- ~~(d) — Depth markers for spas. Public spas shall have permanent depth markers with numbers a minimum of four inches high plainly and conspicuously visible from all obvious points of entry and in conformance with subsections (d)(1) through (d)(6) of this section and be in accordance with ANSI/UL 969 "Marking and Labeling Apparatus."~~
- ~~(1) — There shall be a minimum of two depth markers per spa, regardless of spa size or shape.~~
  - ~~(2) — Depth markers shall be spaced at no more than 25 foot intervals and shall be uniformly located around the perimeter of the spa.~~
  - ~~(3) — Spas shall have the maximum water depth clearly marked on the deck wall.~~
  - ~~(4) — Depth markers shall be positioned on the deck within 18 inches of the water line.~~
  - ~~(5) — Depth markers shall be positioned to be read while standing on the deck facing the water.~~
  - ~~(6) — Depth markers in or on the deck surfaces shall be slip-resisting.~~
- ~~(e) — Clock. All public facilities shall have a clock which is visible to spa users.~~



- ~~(f) — *Water temperature.* The maximum temperature in a spa shall not exceed 104° F (40° C).~~
- ~~(1) — The spa operator shall be provided with an accurate thermometer (plus or minus one degree F tolerance) and shall periodically check to ensure that the maximum temperature does not exceed 104° F.~~
  - ~~(2) — A means to determine the spa temperature with a plus or minus one degree F tolerance shall be provided to the user.~~
- ~~(g) — *Lifeguards.* All owners, managers, or lifeguards, if provided, in charge of, or working at, public swimming pools, spas or recreational water parks shall be responsible for the supervision and safety of the pool, spa or recreational water park.~~
- ~~(1) — If lifeguards and safety assistants are provided, they shall be qualified as lifeguards by holding current, nationally recognized certifications in lifeguarding, adult/child/infant CPR and first aid.~~
  - ~~(2) — If lifeguards are provided, their lifeguard certification, CPR and first aid certificates or photocopies thereof shall be maintained at the facility and be available to the health authority for inspection.~~
- ~~(h) — *Lifesaving equipment.* All public swimming pools shall have lifesaving equipment conspicuously and conveniently on hand at all times. Lifesaving equipment for special purpose pools may be exempted from this requirement or the requirements will be provided as deemed necessary by the health authority. The following will be provided:~~
- ~~(1) — A light, strong pole not less than 12 feet long, including a body hook.~~
  - ~~(2) — A minimum one fourth inch diameter throwing rope as long as 1½ times the maximum width of the pool or 50 feet, whichever is less, to which has been firmly attached a ring buoy with an outside diameter of approximately 15 inches or a similar flotation device which is U.S. Coast Guard approved, shall be provided.~~
  - ~~(3) — A telephone which is hard wired and affixed, with posted names and phone numbers of the nearest available police, fire, ambulance service and/or rescue unit, and/or 911 if available.~~
- ~~(i) — *Barriers.* All outdoor swimming pools and spas shall be provided with a barrier.~~
- ~~(1) — The top of the barrier shall be at least 48 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be four inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above ground pool, the barrier may be at ground level, such as the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four inches.~~
  - ~~(2) — Openings in the barrier shall not allow passage of a four inch diameter sphere.~~
  - ~~(3) — Solid barriers which do not have openings such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.~~
  - ~~(4) — Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not exceed 1¼ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¼ inches in width.~~
  - ~~(5) — Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1¼ inches in width.~~
  - ~~(6) — Maximum mesh size for chain link fences shall be a 1¼ inch square unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than 1¼ inches.~~

~~(7) Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be no more than 1¼ inches.~~

~~(8) Access gates shall comply with the requirements of subsections (i)(1) through (i)(7) of this section also and shall be equipped to accommodate a locking device. Pedestrian access gates shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than 54 inches from the bottom of the gate:~~

~~a. The release mechanism shall be located on the pool side of the gate at least three inches below the top of the gate; and~~

~~b. The gate and barrier shall have no opening greater than one-half inch within 18 inches of the release mechanism.~~

~~(9) There shall not be direct access from any dwelling into the pool enclosure.~~

~~(10) Where an above-ground pool structure is used as a barrier or where the barrier is mounted on top of the pool structure and the means of access is a ladder or steps then:~~

~~a. The ladder or steps shall be capable of being secured, locked or removed to prevent access; or~~

~~b. The ladder or steps shall be surrounded by a barrier which meets the requirements of this section.~~

~~When the ladder or steps are secured, locked or removed any opening created shall not allow the passage of a four-inch diameter sphere.~~

~~(11) Barriers shall be located so as to prohibit permanent structures and equipment from being used to climb the barriers.~~

~~(12) A spa with a safety cover which complies with ASTM F1346, "Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs" shall be exempt from the provisions of this section. Swimming pools with safety covers shall not be exempt from the provisions of this document.~~

~~(j) Warning/safety signs for swimming pools. Signs shall be provided as follows:~~

~~(1) The words "no diving" shall be permanently visible at the edge of the deck for water five feet or less. Placement should conform to that outlined for depth markers in subsections (c)(1) through (c)(8) of this section.~~

~~(2) Where no lifeguard is on duty, a sign shall be placed in clear view at or near the entrance to the pool and shall state in clearly legible letters at least four inches high "Warning—No Life Guard on Duty."~~

~~(3) The same sign in subsection (j)(2) of this section or an additional sign will state the following rules in clearly legible letters at least two inches high:~~

~~a. Unattended solo bathing is prohibited.~~

~~b. Children shall not use pool without an adult in attendance.~~

~~c. No glass articles allowed in or around pool.~~

~~d. No food, drink or wrappers shall be permitted within ten feet of the swimming pool or spa.~~

~~e. No running or rough play allowed.~~

~~f. No spitting, spouting of water or blowing nose in pool.~~

~~g. No "cut-offs" or "exposed" diapers allowed.~~

~~h. Only one bather at a time allowed on diving board.~~

~~i. Diving area must be clear of other patrons before diving is permitted.~~

~~j. No swimming allowed during heavy rain or when lightning and thunder can be seen or heard.~~

~~(k) Warning/safety signs for spas. Signs shall be provided as follows:~~

~~(1) Signage which states safety, emergency and operational aspects of the spa, shall be prominently located. As a guide, for the language and layout of the safety signs reference ANSI Z 535 series of standards for Safety Signs and Colors and ANSI/UL 1563-1987 "Standards for Electric Hot Tubs, and Associated Equipment."~~

~~(2) Warning/safety signs for spas shall be in clear view of the spa and prominently displayed. Signs shall state the spa's address, the location of the nearest telephone with references that emergency telephone numbers are posted at the location. These emergency telephone numbers shall include the name and phone number of the nearest available police, fire, ambulance service and/or "911" if available. Signs shall include, but not be limited to the following messages:~~

~~a. Risk of fetus damage. Hot water exposure limitations vary from person to person. Pregnant women and small children should not use spa prior to medical consultation.~~

~~b. Risk of drowning. Other persons suffering from heart disease, diabetes, high or low blood pressure and other health problems should not enter the spa without prior medical consultation and permission from their doctor.~~

~~c. Risk of drowning. Do not use the spa while under the influence of alcohol, narcotics or other drugs that cause sleepiness, drowsiness or raise/lower blood pressure.~~

~~d. Risk of drowning. Use caution when bathing alone. Overexposure to hot water may cause nausea, dizziness and fainting. Lower water temperatures are recommended for extended use (exceeding ten to 15 minutes) and for young children.~~

~~e. Risk of drowning. Do not allow the use of or operate spa if the suction fitting is missing, broken or loose.~~

~~f. Risk of child drowning. Unsupervised use by children is prohibited.~~

~~g. Risk of injury. Before entering, check spa temperature before each use. The spa temperature should not exceed 104° F. If spa temperature exceeds 104° F, do not enter spa.~~

~~h. Risk of injury. Enter and exit slowly.~~

~~i. Risk of injury. Keep all breakable objects out of the spa area.~~

~~j. Risk of shock. Never place electrical appliances (telephone, radio, TV., etc.) within five feet of the spa.~~

~~k. Risk of shock. The spa shall not be operated during severe weather conditions, e.g., electrical storms, tornadoes, etc.~~

~~(l) In all swimming pools built prior to December 31, 2000, which have floor slopes greater than that allowed in this division or which have other construction variance to this division, the health authority will require a warning sign stating the possible hazard, to be posted in public view.~~

~~(m) Obstructions and entrapment avoidance. There shall be no obstructions that can cause the user to be entrapped or injured. Types of entrapment can include but not be limited to such things as wedge or pinch type openings and rigid, non-giving cantilevered protrusions.~~

~~(n) No less than one drinking fountain shall be provided and available to users at the pool site.~~

~~(o) A minimum of one rinse shower shall be provided on the pool deck of all public pools and spas with bather loads of 50 or less. An additional rinse shower shall be provided for each additional 100 bathers.~~

~~(Code 1992, § 18-37; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-76.—Dressing facilities.~~

~~Adequate dressing facilities, for pools, spas and recreational water parks should be provided unless these facilities are provided in connection with the general development for other purposes and are of adequate capacity and number and in close proximity to the pool. Handicapped accessible dressing and sanitary facilities shall be designed and provided in accordance with state or local requirements and can be included as part of the total number of toilets, shower heads, lavatories, etc., required herein.~~

- ~~(1) Dressing facilities, when provided, shall be provided with separations for each sex with no interconnection. The rooms shall be well lighted, drained, ventilated and of good construction with impervious materials. They shall be developed and planned so that good sanitation can be maintained throughout the building at all times.~~
- ~~(2) Partitions between portions of the dressing room area, screen partitions, shower, toilet and dressing room booths shall be of durable material not subject to damage by water and shall be designed so that a waterway is provided between partitions and floor to permit thorough cleaning of the walls and floor areas with hoses and brooms.~~
- ~~(3) When dressing facilities are provided a minimum of two shower heads shall be provided for the first 100 bathers of each sex. One additional shower head for each sex shall be added for each additional 50 male or female users. These showers, when provided, may be used in place of the deck showers. However, the use of deck showers will not be substituted for the above dressing facility showers.~~
- ~~(4) Floors of the dressing facility shall be free of joints or openings and shall be continuous throughout the areas. Floors shall have a slip-resisting surface that shall be relatively smooth to ensure complete and ease in cleaning. Floor drains shall be provided and floors shall be sloped not less than one fourth inch per foot toward the drains to ensure positive drainage.~~
- ~~(5) An adequate number of three fourths inch hose bibs shall be provided for flushing down the dressing facility interior.~~
- ~~(6) Lavatories. Lavatories and toilets shall be provided for all public pools and spas. The minimum criteria for lavatories and toilets for public pools shall be based upon the maximum bathing load as established.~~
  - ~~a. All public pools shall provide one toilet, one lavatory and one urinal for the first 50 male users. One additional toilet, lavatory and urinal shall be provided for each additional 150 male users or major fraction thereof.~~
  - ~~b. All public pools shall provide two toilets and two lavatories for the first 50 female users. One additional toilet and lavatory shall be provided for each additional 100 female users or major fraction thereof.~~
  - ~~c. All spas shall provide at least one toilet and lavatory for each sex.~~
  - ~~d. Soap dispensers for providing either liquid or powdered soap shall be provided at each lavatory. The dispenser shall be of all metal or plastic type with no glass permitted in these units.~~
  - ~~e. At least one paper towel dispenser or hand blow dryer shall be provided for every three lavatories.~~
  - ~~f. An unbreakable mirror shall be provided over each lavatory.~~
  - ~~g. Toilet paper holders shall be provided at each toilet combination.~~
  - ~~h. Soap, paper towels and toilet tissue shall be provided in all dispensers.~~

- ~~i. Fixtures shall be installed in accordance with local plumbing codes and shall be properly protected against back siphonage.~~
- ~~j. Fixtures shall be designed so that they may be readily and frequently cleaned and disinfected. Frequent cleaning and disinfecting shall not cause damage.~~
- ~~k. At least one trash receptacle will be available in toilet areas.~~

~~(Code 1992, § 18-38; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-77. Recreational water parks and special purpose pools.~~

~~(a) Deviation from requirements. A recreational water park attraction may deviate from the requirements of this Code if and to the extent:~~

- ~~(1) An exception from this Code is necessary to accommodate the special use of the facility; and~~
- ~~(2) The design and construction of the attraction are within the limits of sound engineering practice and present no health or safety hazard.~~

~~(b) Zero-depth pools.~~

- ~~(1) The water supply for a zero-depth pool must, at all times, meet the requirements relating to water quality set forth in section 14-74.~~
- ~~(2) The zero-depth pool must be equipped, at its lowest point, with an un-valved drain of sufficient capacity and design to prevent the accumulation of water in the pool.~~
- ~~(3) For zero-depth entry pools, the floor slope shall be at a 15 to one or gentler slope.~~
- ~~(4) Zero-depth pools must be located at the shallow end of deeper water swimming pools and must be separated from them by at least six feet of deck or by a separate barrier or fence meeting the requirements of this Code.~~

~~(c) Wading pools.~~

- ~~(1) Wading pools must be located at the shallow end of the main pool and must be separated from it by a separate barrier or fence meeting the requirements of this Code.~~
- ~~(2) Underwater lights are prohibited in wading pools.~~

~~(d) Water slides.~~

- ~~(1) A water slide must consist of one or more flumes, falling entry pools or slide run-outs, a pump reservoir, and facilities for the disinfection and chemical treatment of the water.~~
- ~~(2) The structural design of a water slide and the materials used in its construction must conform with generally accepted structural engineering practices and must provide a sound, durable structure that will safely sustain all the dead loads, live loads, liquid hydrostatic and earth pressures encountered.~~
- ~~(3) Any components or accessories of a water slide that come into contact with bathers must be assembled, arranged and finished so that their external surfaces and edges do not present an injury hazard to the skin of users under casual contact.~~
- ~~(4) The owner of a water slide and the registered engineer who designs the slide are responsible for the safe design and construction of the entire facility.~~
- ~~(5) Flumes.~~
  - ~~a. Each flume of a water slide must be water tight. Its surfaces must be inert, nontoxic, smooth and easily cleaned.~~
  - ~~b. If a tube type flume is used, it must be designed or ventilated to prevent a hazardous concentration of toxic disinfectant fumes under all circumstances of operation.~~

~~e. All curves and turns in a flume must be:~~

- ~~1. Designed so that the impact of users with the walls of the flume does not present a hazard; and~~
- ~~2. Banked so that the forces on the bathers keep them safely inside the flume under all foreseeable circumstances of operation. Bathers must not become airborne.~~

~~d. In curved sections of a flume, the design of the wall of the flume must cause the outward thrust of the body of the bather to be dissipated towards the centerline of the flume.~~

~~e. All slopes in a flume must be designed so that the speed of the bathers does not reach a point at which a safe equilibrium of dynamic forces cannot be maintained on any curve or turn in the flume.~~

~~f. In sections of a flume where bathers can stop, provision must be made by design or modification to prevent bathers from falling out of the flume.~~

~~g. The construction, dimensions and methods of mechanical attachment of a flume must provide a smooth and continuous surface through the entire length of the flume. Any misalignment of joints in a sectional flume must not exceed one eighth inch.~~

~~h. The walls of any flume must be designed so that the continuous and combined action of hydrostatic, dynamic and static loads, as well as normal environmental deterioration do not damage the flume bed to the extent of creating a structural failure that presents a hazard of injury to users or that requires frequent patch repairs that may weaken the structural integrity of the flume.~~

~~(6) Flume exit:~~

~~a. The exit of any flume must be designed to ensure that bathers enter the falling entry pool or slide run-out at a safe speed and angle of entry.~~

~~b. If a slide has two or more flumes and there is a point of intersection between the centerlines of any two flumes, the distance between that point and the point of exit for each intersecting flume must not be less than 20 feet, or 30 feet if any user exits a flume at high speed.~~

~~(7) Exit into falling entry pool: If users exit the flume of a water slide into a falling entry pool:~~

~~a. The flume must be horizontal and perpendicular to the wall of the pool at the point of exit.~~

~~b. The flume must be designed with an exit system that provides for safe entry into the falling entry pool or slide run-out with an exit grade for the last ten feet, that does not exceed ten percent. Present practices for safe entry include a water backup, a deceleration distance, and body attitude control. Other methods are acceptable as long as safe exit velocities and proper body attitudes are assured under normal use.~~

~~c. The flume exit must be flush with the vertical wall of the pool at the point of exit and not more than two inches above, nor less than six inches below, the normal operating level of the pool.~~

~~d. The distance between:~~

- ~~1. The side wall of the pool and that portion of the flume exit nearest the wall must be not less than five feet at the point of exit;~~
- ~~2. The centerline of the flume and the centerline of any adjacent flume must not be less than six feet at the point of exit;~~
- ~~3. The point of exit and the side of the pool opposite the bathers as they exit, excluding any steps, must not be less than 20 feet, if the flume ends above or below the normal operating water level of the pool.~~

~~(8) Falling entry pools:~~



- a. ~~If a splash pool is used at a water slide, it must be located at the base of the slide.~~
- b. ~~Except as otherwise provided in this subsection, the water depth in a falling-entry pool at the end of the flume must be a minimum of 3½ feet from the normal operating water level to the floor. This depth must be maintained for a distance of not less than 20 feet from the point of exit from the flume or other falling-entry feature, or not less than 30 feet if the point of exit is even with the normal operating water level. The health authority may waive these requirements if a special exit system is used that ensures a safe exit from the flume and safe entry to the falling-entry pool.~~
- c. ~~Beyond the area of level floor required above, in the area of the pool opposite the point of exit from the flume or other falling-entry feature, the floor of the falling-entry pool may have a constant slope upward of not more than one foot in seven feet.~~
- d. ~~If steps are provided instead of exit ladders or step holes with handrails, a handrail must be provided at the steps opposite the point of exit from each flume or falling-entry feature.~~
- (9) ~~Decks. A deck must be provided along the exit side of the falling-entry pool and along one or more of the other sides of the pool. The pump and reservoir must be accessible by a deck not less than three feet wide.~~
- (10) ~~Means of access.~~
  - a. ~~A concrete walkway, steps, stairway or ramp must be provided between the falling-entry pool and the top of the flume.~~
  - b. ~~The walkway or other means of access must:~~
    - 1. ~~Not retain standing water;~~
    - 2. ~~Conform to the structural requirements of the local building code;~~
    - 3. ~~Not be less than four feet wide;~~
    - 4. ~~Be provided with handrails;~~
    - 5. ~~Have a slip-resistant surface; and~~
    - 6. ~~Be separated from the flume by a physical barrier that is located far enough from the flume to prevent it from being contacted by users of the flume.~~
- (11) ~~Slide run-outs.~~
  - a. ~~Slide run-outs, if used, must have an exit opening or step, unless one or both of the walls of the run-out are not more than 12 inches in height.~~
  - b. ~~Slide run-outs must be designed with adequate length and water depth and sloped so as to bring the user to a safe stop.~~
- (12) ~~Pump reservoirs.~~
  - a. ~~Pump reservoirs used in water slides must have sufficient volume to contain not less than two minutes of combined flow from all water treatment and flume pumps or must contain enough water to ensure that the falling-entry pool will maintain a constant water depth.~~
  - b. ~~The interior of pump reservoirs must be water tight with a hard trowel or equivalent, slip-resistant finish.~~
  - c. ~~Pump reservoirs must be accessible only to authorized persons. Intakes to the slide pump must be designed to allow cleaning without danger of trapping the operator.~~
- (13) ~~Control of water.~~
  - a. ~~A surge-free automatic water makeup system with a manual override must be provided and constructed so that the normal operating water level of the falling-entry pool is maintained at all times. An approved backflow prevention device must be provided.~~

b. ~~The velocity of water at the weir or inlet grate must not exceed 1½ feet per second.~~

c. ~~The slide or other falling-entry feature may not be used if the main drain of the falling-entry pool is not clearly visible from the deck with the flume water turned off.~~

(14) ~~Posting notice of prohibited conduct. The operator of a water slide or other falling-entry feature shall post one or more warning signs at the entrance to the facility. Each sign must state that the following types of conduct are prohibited within the facility:~~

a. ~~Running, standing, kneeling, rotating, tumbling or stopping in any flume or tunnel.~~

b. ~~Horseplay.~~

c. ~~Diving or flipping while exiting from a flume.~~

d. ~~Use of the slide while under the influence of alcohol or drugs.~~

e. ~~Use of the flume by more than one person at a time.~~

f. ~~Failure to obey the instructions of the pool attendant or lifeguard.~~

g. ~~Failure to keep hands inside the flume while using the slide.~~

h. ~~Failure to leave the falling-entry pool promptly after exiting from the slide.~~

i. ~~The possession of any glass, bottle or food in or near any pool.~~

j. ~~Entry into an area of grass or other vegetation.~~

k. ~~The possession of any toy or can.~~

l. ~~The use of any clothing on the slide other than the usual swimmer.~~

m. ~~Wearing any bracelet, watch or other jewelry.~~

n. ~~Failure to shower before using the slide.~~

(15) ~~Precautions for safety.~~

a. ~~At all times while a water slide is open for use, an attendant must be on duty at each falling-entry pool or run-out. The attendant shall serve as the safety director of the slide. In that capacity, the attendant shall control crowds, keep bathers moving through the pool or run-out in an orderly fashion, and control any unsafe behavior in the lower flumes, in the pool or run-out, or on the decks at the base of the slide.~~

b. ~~At all times while the slide is open for use, an attendant must be on duty at each entrance to a flume. The attendant shall control bathers near the entrance, regulate the departure of each bather down the slide and control any unsafe behavior in the upper flumes.~~

c. ~~Radio communication, or other means of communication acceptable to the health authority, must be provided between the flume entry attendant and the splash pool or slide run-out attendant.~~

d. ~~Each water slide must have a means to allow the flume entry attendant to monitor the slide exit.~~

(e) ~~Activity pools. Amusement devices used in activity pools must be designed and maintained so that their surfaces are smooth, nontoxic and easily cleanable. The devices must not pose a safety or health hazard to users and must not interfere with circulation or disinfection of the water.~~

(f) ~~Wave pools.~~

(1) ~~The generation of waves more than three feet in height in a wave pool, regardless of the depth of the pool, must not continue for more than 15 minutes at a time.~~

(2) ~~The wave pool must not be used if the main drain is not clearly visible from the deck with the wave generating equipment turned off.~~

- ~~(3) —Bathers must gain access to the wave pool at the shallow or beach end. The sides of the pool must be protected from unauthorized entry into the pool by the use of a fence or other comparable barrier.~~
- ~~(4) —Wave pools must be provided with handholds at the static water level. These handholds must be self draining and must be installed so that their outer edge is flush with the pool wall. The design of the handholds must ensure that body extremities will not become entangled during wave action.~~
- ~~(5) —Life jackets must be provided free for use by bathers who request them.~~
- ~~(6) —Each permanent station for pool attendants and lifeguards must be provided with a clearly labeled and readily accessible emergency shut off switch for the control of the wave action.~~
- ~~(7) —An audible warning system must be provided to alert bathers of the beginning of wave generation.~~
- ~~(8) —Step holes and handrails must be provided at one or more locations along the wall of the wave pool. The step holes and handrails must extend down the wall so they will be accessible during wave generation at the lowest water level. The distance between the handrail and the wall must not exceed six inches.~~

~~(g) —Child amusement lagoons. Amusement devices used in child amusement lagoons must be designed and maintained so that their surfaces are smooth, nontoxic and easily cleanable. The devices must not pose a safety or health hazard to bathers and must not interfere with circulation or disinfection of the water.~~

~~(h) —Watercourse rides.~~

- ~~(1) —Handrails, steps, stairs, and booster inlets for watercourse rides must not protrude into the watercourse.~~
- ~~(2) —The watercourse must not be narrower than 12 feet and not deeper than 3½ feet.~~
- ~~(3) —An approved method of exit must be provided at least every 200 feet along the watercourse.~~
- ~~(4) —A deck must be provided along at least one side of the watercourse.~~
- ~~(5) —The design velocity of the water in a watercourse ride must not exceed two miles per hour.~~

~~(Code 1992, § 18-39; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-78. —Food service.~~

- ~~(a) —Food service facilities shall comply with provisions of O.C.G.A. title 26, ch. 2, art. 14 (O.C.G.A. § 26-2-370 et seq.) and the rules and regulations adopted thereunder.~~
- ~~(b) —Eating, drinking and smoking shall not be permitted within the waters of the pool, spa or recreational water park but are permitted on the deck area at a distance of at least ten feet horizontally away from the water's edge.~~
- ~~(c) —Food and beverages shall only be served in non-breakable containers.~~
- ~~(d) —Covered trash containers shall be provided where food and/or beverages are available and allowed to be consumed.~~

~~(Code 1992, § 18-49; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-79. —Operation and management.~~

~~All swimming pools and spas covered by this division shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety and proper maintenance of the pool and all physical and mechanical equipment and records.~~

- ~~(1) Training for the operator can be obtained by completion of the national swimming pool foundation's certified pool/spa operator's course or state or local training course, if available or similar course as approved by the state department of human resources, division of public health, environmental health section.~~
- ~~(2) Upon completion of any swimming pool or spa, the manager and his operators shall be given complete written and oral instructions by the builder as well as operational guidance of the pool, all equipment and the maintenance of the swimming pool water.~~
- ~~(3) The bathing load limit shall be observed by the management. The maximum number of users to be allowed in a pool at one time shall be based on section 14-62(f) in this division.~~

~~(Code 1992, § 18-41; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Sec. 14-80. Compliance procedures.~~

- ~~(a) A swimming pool, spa or recreational water park shall not operate until such time as the appropriate application has been submitted to the health authority, on the prescribed forms provided and the valid operating permit has been issued by the health authority.~~
- ~~(b) Suspension or revocation. The health authority shall have the power and authority to suspend or revoke permits for failure to comply with the provisions of this division. When an application for a permit is denied or the permit previously granted is to be suspended or revoked, the applicant or holder thereof shall be afforded notice and hearing as provided in O.C.G.A. title 31, ch. 5, art. 1 (O.C.G.A. § 31-5-1 et seq.). If an application is denied or a permit is suspended or revoked, the applicant or holder of the permit must be notified in writing, specifically stating any and all reasons why the action was taken. The purpose of these procedures is to state the minimum actions to be taken to fulfill the obligation of the health authority in assuring compliance with the regulations when the continued operation of a swimming pool, spa or recreational water park presents a substantial and imminent health hazard to the public or when a swimming pool, spa or recreational water park is in flagrant or continuing violation of this division. Suspension is effective upon service of a written notice thereof, and operation must cease immediately. The notice must state the basis for the suspension and advise the permit holder of the right to a preliminary hearing on request within eight working hours. If requested, the preliminary hearing will be held by an experienced supervisory level employee of the health authority not directly involved in the suspension. The rules of evidence will not apply, but both the health authority and the permit holder may present witnesses, records and argument. The hearing official will be authorized immediately to rescind or modify the suspension or to continue the suspension with or without conditions. If the suspension is not rescinded, the permit holder will have the right on request to an evidentiary hearing. If a hearing is not requested, upon correction of all violations, the owner may request an inspection to reinstate permit.~~
  - ~~(1) Items that are considered substantial and imminent health hazards include the following:~~
    - ~~a. During operation, disinfectant levels are less than the minimum given in section 14-74. If the level of the disinfectant used is not given in section 14-74, the disinfectant must be approved and kept at levels determined necessary by the health authority.~~
    - ~~b. During operation, the pH is less than the minimum or more than the maximum levels allowed in section 14-74.~~
    - ~~c. The pump, automatic disinfectant equipment or other equipment necessary for continuous filtration and disinfection of the swimming pool, spa or recreational water parks attraction is not working.~~

~~d. The water turbidity is such that the main drain cover or a standard black and white disc laying on the bottom of the deepest portion of the pool cannot be seen.~~

~~e. Other hazards as determined by the health authority.~~

~~(2) All other violations of items on the inspection report will be corrected as deemed appropriate by the health authority.~~

~~(3) In lieu of suspension or revocation of a permit, a swimming pool, spa or recreational water park attraction may be allowed to voluntarily close until such time as the violations are corrected.~~

~~(c) Notice of hearing. For the purpose of this division, a notice of hearing is properly served when delivered in person or by registered or certified mail to the owner or authorized agent of the swimming pool, spa or recreational water park.~~

~~(d) A swimming pool, spa or recreational water park shall not be placed in operation initially until appropriate inspections show compliance with the requirements of this division with no items violated on the inspection report.~~

~~(e) The health authority shall inspect the swimming pool, spa, or recreational water park for compliance. Swimming pools, spas, or recreational water parks which open on or after April 1 and which close on or before October 31 shall be inspected at least once during the period of operation. All other swimming pools, spas, or recreational water parks shall be inspected at least twice each year. Additional inspections may be made as determined necessary by the health authority. The pool or spa operator shall receive a copy of the inspection and place it in a location protected from the weather in public view as designated by the health authority.~~

~~(f) Representatives of the health authority, after proper identification, shall be permitted to enter any swimming pool or spa facility or property of any recreational water park at any reasonable time for the purpose of making inspections to determine compliance with this division. Should access be denied, an inspection warrant may be obtained as authorized in O.C.G.A. title 31, ch. 5, art. 2 (O.C.G.A. § 31-5-20 et seq.).~~

~~(g) Enforcement. The administration and enforcement of these rules and regulations shall be as prescribed in O.C.G.A. title 31, ch. 5 (O.C.G.A. § 31-5-1 et seq.).~~

~~(h) Penalty. Any person who violates any provision of this article shall be guilty of a misdemeanor.~~

~~(Code 1992, § 18-42; Ord. No. 2000-16, § 2, 10-26-2000)~~

~~Secs. 14-81-14-110. - Reserved.~~

**STATE OF GEORGIA**

**FAYETTE COUNTY**

**ORDINANCE**

**NO. 2018-\_\_\_\_\_**

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR FAYETTE COUNTY, GEORGIA; TO ENACT REGULATIONS PROMULGATED BY THE STATE DEPARTMENT OF HEALTH FOR PUBLIC SWIMMING POOLS, SPAS AND RECREATIONAL WATER PARKS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE, AND FOR OTHER PURPOSES.**

**WHEREAS**, the Board of Commissioners of Fayette County, Georgia (the “County”) is the duly elected governing authority of the County; and

**WHEREAS**, the Georgia Department of Public Health has established rules for the protection of public health, including rules for public swimming pools, spas and recreational water parks; and

**WHEREAS**, the Fayette County Department of Health is responsible for enforcing said rules within the County; and

**WHEREAS**, currently Article II of Chapter 14 of the Fayette County Code of Ordinances contains regulations pertaining to swimming facilities; and

**WHEREAS**, to assist the Fayette County Department of Health in enforcing the rules of the Georgia Department of Public Health, the Board of Commissioners desires to repeal Article II of Chapter 14 of the Fayette County Code of Ordinances and create a new subsection under Section 14-1, pertaining to “Adoption of state health codes”, that would incorporate the existing



rules of the Georgia Department of Public Health into the Fayette County Code of Ordinances;  
and

**WHEREAS**, said rules are attached hereto as Exhibit “A”.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY AND IT IS HEREBY ENACTED PURSUANT TO THE AUTHORITY OF THE SAME THAT THE CODE OF ORDINANCES OF FAYETTE COUNTY AS IT PERTAINS TO HEALTH (CHAPTER 14), BE AMENDED AS FOLLOWS:**

**Section 1.** By adding a new Subsection (d) to Section 14-1, pertaining to “Adoption of State health codes”, of Article I of Chapter 14, to be numbered and read as follows:

(d) The Rules and Regulations for Public Swimming Pools, Spas and Recreational Water Parks, Chapter 511-3-5 of the Rules of the Georgia Department of Public Health, as it existed on February 22, 2018.

**Section 2.** By deleting Article II, pertaining to “Swimming Facilities”, of Chapter 14, in its entirety, and by designating said Article II and the sections contained therein as “Reserved”.

**Section 3.** This ordinance shall become effective immediately upon its adoption by the Board of Commissioners for Fayette County.

**Section 4.** All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 4.** In any event any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect other sections, subsections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not a part thereof. The Board of Commissioners hereby declares that it would have passed the remaining parts of this Ordinance if it had known that such part or parts hereof would be declared or adjudged invalid or unconstitutional.

**SO ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

(SEAL)

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney



# Rules and Regulations **Public Swimming Pools, Spas, and Recreational Water Parks** Chapter 511-3-5



**2017  
RULES OF  
DEPARTMENT OF PUBLIC HEALTH**

**CHAPTER 511-3-5  
PUBLIC SWIMMING POOLS, SPAS,  
AND RECREATIONAL WATER PARKS**

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**511-3-5-.01 Definitions.**

The following definitions shall apply in the interpretation and enforcement of this chapter.

- (1) "Abandoned Pool" means a public pool that has not been permitted or not in operation for at least four calendar years.
- (2) "Abrasion Hazard" means a sharp or rough surface that would scrape the skin by chance during normal use.
- (3) "Accessible" means easily exposed for inspection and for the replacement of materials or parts with the use of tools.

(4) "Active Area" means those water areas in pools which are three feet or less in water depth.

(5) "Air Induction System" means a system whereby a volume of air (only) is induced into a hollow duct in a spa floor, bench or other location. The air induction system is activated by a separate air power blower.

(6) "Air Pump Assist Backwash" means the compression of air in the filter effluent chamber (by means of an air compressor or by the water pressure from the recirculating pump) which, when released, rapidly decompresses and forces water in the filter chamber through the elements in reverse, dislodging the filter aid and accumulated dirt, carrying it to waste.

(7) "Alkalinity" means the amount of bicarbonate, carbonate or hydroxide compounds present in water solution. See also "Total Alkalinity."

(8) "Aquatic Facility" means a physical place that contains one or more public swimming pools and support infrastructure.

(9) "Aquatic Feature" means an individual component within a public pool. Examples include slides, structures designed to be climbed or walked across by bathers, and structures that create falling or shooting water.

(10) "Automated Controller" means a system of at least one chemical probe, a controller, and auxiliary or integrated component that senses the level of one or more water parameters and provides a signal to other equipment to maintain the parameters within a user-established range.

(11) "Backwash" means the process of thoroughly cleansing the filter medium, elements, and the contents of the filter vessel by the reverse flow of water through the filter.

(12) "Barrier" means a fence, safety cover, wall, building wall or a combination thereof, which completely surrounds or covers the swimming pool or spa and obstructs access to the swimming pool, spa or recreational water park.

(13) "Bather" means any person who uses a swimming pool, spa, or recreational water park, or adjoining deck areas for the purpose of water sports, recreation, therapy, or related activities.

(14) "Booster or Jet Pump System" means a system whereby one or more hydrotherapy jets are activated by the use of a pump which is completely independent of the filtration and heating system of a spa. It may also mean a device used to provide hydraulic support for certain types of equipment such as cleaning systems, gas chlorinators and solar systems.

(15) "Breakpoint Chlorination" means the conversion of inorganic chloramine compounds to nitrogen gas by reaction with free available chlorine. The point at which the drop occurs is referred to as the "breakpoint". The amount of free chlorine that must be added to the water to achieve breakpoint chlorination is approximately ten times the amount of combined chlorine in the water.

(16) "Brominator" means a device to apply or to deliver a bromine disinfectant to water at a controlled rate.

(17) "Cartridge" means a pleated or surface-type filter component with fixed dimensions that is designed to remove suspended particles from water flowing through the filter.

(18) "Chemical Feeder" means a mechanical device for applying chemicals to pool or spa water.

(19) "Chloramine" means a compound formed when chlorine combines with nitrogen or ammonia that causes eye and skin irritation and has a strong, objectionable odor.

(20) "Chlorinator" means a device to apply or to deliver a chlorine disinfectant to water at a controlled rate.

(21) "Chlorine Generator" means equipment that generates chlorine, hypochlorous acid or hypochlorite on site for disinfection and oxidation of water contaminants.



(22) "Circulation Equipment" means the mechanical components that are part of a circulation system in a pool or spa. Circulation equipment includes, but is not limited to, pumps, hair and lint strainers, filters, valves, gauges, meters, heaters, surface skimmers, inlet/outlet fittings, and chemical feeding devices. These components may have separate functions, but when connected to each other by piping, perform as a coordinated system for purposes of maintaining pool and spa water in a clear, sanitary and desirable condition.

(23) "Circulation System" means an arrangement of mechanical equipment or components, connected by piping to a pool or spa in a closed circuit. The function of a circulation system is to direct water from the pool or spa, causing it to flow through the various system components for purposes of clarifying, heating, purifying and returning the water back to the original body of water.

(24) "Clarifier" means a chemical that coagulates and neutralizes suspended particles in water, such as inorganic salts of aluminum or iron and water-soluble organic polyelectrolyte polymers. Also called coagulant or flocculent.

(25) "Contact Concentration" means the concentration of a chemical in a flow of water. This concentration depends on the rate of addition, the flow rate of the water and the efficiency of the mixing. It is calculated using the equation (assumes complete mixing):  
$$\text{Amount of Chemical (gpm)} / \text{Water Flow Rate (gpm)} \times 4.41 = \text{Contact Concentration (mg/L)}.$$

(26) "Combined chlorine" means the reaction of free chlorine with ammonia and nitrogen compounds to form chloramines.

(27) "Contamination Response Plan" means a plan for handling contamination from formed-stool, diarrheal-stool, and vomit.

(28) "Coping" means the cap on the pool or spa wall that provides a finishing edge around the pool or spa, whether formed, cast in place, pre-cast concrete, or pre-fabricated from metal or plastic materials.

(29) "Country Club" means a location with facilities for outdoor sports and social activities for which members pay a membership fee other than a daily fee, periodically for the use of facilities and services by them and their guests. Fraternal organizations may be included in this definition.

(30) "Cove" means the radius between the pool or spa wall and the pool or spa floor.

(31) "CT Value" means a representation of the concentration of the disinfectant (C) multiplied by time in minutes (T) needed for inactivation of a particular contaminant. The concentration and time are inversely proportional; therefore, the higher the concentration of the disinfectant, the shorter the contact time required for inactivation. The CT value can vary with pH or temperature change so these values must also be supplied to allow comparison between values.

(32) "Cyanuric Acid" means a chemical that helps reduce the excess loss of chlorine in water due to the ultraviolet rays of the sun. It is also called stabilizer, isocyanuric acid, conditioner or triazinetrione.

(33) "Decks" means those areas immediately adjacent to or attached to a pool or spa that are intended for bathers to sit, stand, or walk upon. It connects the pool to adjacent amenities, entrances, and exits. This area is expected to be regularly trafficked and made wet by bathers.

(34) "Deep Areas" means water depths in excess of five feet.

(35) "Department" means the Georgia Department of Public Health.

(36) "Diatomite" means the filtering medium of a diatomaceous earth filter composed of microscopic fossil skeletons of the "diatom," a tiny freshwater marine plankton.

(37) "Disinfectant" means an agent used to kill undesirable or pathogenic (disease-causing) organisms that have a measurable residual at a level adequate to make the desired kill.

(38) "Diving Board" means a recreational mechanism for entering a swimming pool, consisting of a semi rigid board that derives its elasticity through the use of a fulcrum mounted below the board. This term includes, without limitation, a "jump board" with a coil spring, leaf spring or comparable device located beneath the board which is activated by the force exerted in jumping on the board, and a "stationary diving platform" used for diving and constructed or located on site, including natural or artificial rocks, pedestals or other items.

(39) "DPD (Diethyl-p-phenylene Diamine)" means a reagent and test method that specifically measure bromine or free available and total chlorine, producing a series of colors from pale pink to dark red.

(40) "Effective Filter Area" means total surface area through which the designed flow rate will be maintained during filtration.

(41) "Effluent" means the water that flows out of a filter, pump or other device.

(42) "EPA Registered" means all products regulated and registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) by the U.S. Environmental Protection Agency EPA registered products will have a registration number on the label which can be verified by using the EPA National Pesticide Information Retrieval System.

(43) "Equipment Room" means a space intended for the operation of pool pumps, filters, heaters and controllers.

(44) "Feet of Head" means a basis for indicating the resistance in a hydraulic system, equivalent to the height of a column of water that would cause the same resistance (100 feet of head equals 43 pounds per square inch).

(45) "Filter" means a device that removes undissolved particles from water by recirculating the water through a porous substance (a filter medium or element).

(46) "Filter Element" means a device within a filter tank designed to entrap solids and conduct water to a manifold, collection header, pipe, or similar conduit and return it to the pool or spa. A filter element usually consists of a septum and septum support or a cartridge.

(47) "Free Available Chlorine (FAC)" means the portion of the total available chlorine that is not "combined chlorine" and is present as hypochlorous acid (HOCl) or hypochlorite ion (OCl-) and will react chemically with undesirable or pathogenic organisms.

(48) "Flume" means the riding channels of a waterslide which accommodate riders using or not using mats, tubes, rafts, and other transport vehicles as they slide along a path lubricated by a water flow.

(49) "Handhold/Handrail" means a device that can be gripped by a user for the purpose of resting or steadying him/herself. It is not limited to but may be located inside or outside the pool or spa or as part of a set of steps or deck-installed equipment.

(50) "Hardness" means the amount of calcium and magnesium dissolved in water; measured by a test kit and expressed as parts per million (ppm) of equivalent calcium carbonate.

(51) "Health Authority" means both the Georgia Department of Public Health and the County Board of Health - Environmental Health Office.

(52) "Hydrotherapy Spa or Spa" means a unit that may have a therapeutic use but which is not drained, cleaned, or refilled for each individual. It may include, but not be limited to, hydrotherapy jet circulation, hot water/cold water mineral baths, air induction bubbles or any combination thereof. Industry terminology for a spa includes, but is not limited to, "therapeutic pool," "hydrotherapy pool," "whirlpool," and "hot spa."

(53) "Imminent Health Hazard" means a product, practice, circumstance, event or condition that requires immediate correction or cessation of operation in order to prevent a significant threat of danger or death, injury or illness.

(54) "Increased Risk Public Pool" means a public pool which, due to its intrinsic characteristics and intended users, has a greater likelihood of microbial contamination. An increased-risk public pool includes spray pads, wading pools, and others designed for children less than five years old.

(55) "Influent" means the water entering a filter or other device.

(56) "In ground Swimming Pool" means any pool where the sides rest in partial or full contact with the earth.

(57) "Lifeguard" means an individual who has successfully completed a recognized lifeguard training course, holds a current certificate for such training, has met the pre-service requirements, and is participating in continuing in-service training requirements of the facility.

(58) "Modification" means changes or repairs to equipment, interior finishes, or fixtures on a public swimming pool that will not disturb or remove any portion of the plumbing, decking, or watertight shell structure.

(59) "Monitoring" means the regular and purposeful observation and checking of systems or facilities and recording of data, including system alerts, excursions from acceptable ranges, and other facility issues. Monitoring includes human or electronic means.

(60) "Multi -port Filter-Control Valve" means a multiport valve having a number of control positions for various filter operations that combines in one unit the function of two or more single valves.

(61) "Non-swimming Area" means any portion of a pool where water depth, offset ledges, or similar irregularities prevents normal swimming activities.

(62) "Organic Matter" means perspiration, urine, saliva, suntan oil, cosmetics, lotions, dead skin, and similar debris introduced to water by users and the environment.

(63) "Orthotolidine (OTO)" means a colorless reagent that reacts with chlorine or bromine to produce a series of yellow-to-orange colors which indicate the amount of chlorine or bromine in water.

(64) "Oxidation Reduction Potential" means a measure of the tendency for a solution to either gain or lose electrons; higher (more positive) oxidation reduction potential indicates a more oxidative solution.

(65) "Overflow System" means a system for the removal of pool/spa surface water through the use of overflows, surface skimmers and surface water collection systems of various design and manufacture.

(66) "Patron" means a bather or other person or occupant at a public pool who may or may not have contact with water either through partial or total immersion. Patrons may not have contact with the water, but who might still be exposed to potential contamination from the facility's air, surfaces, or aerosols.

(67) "Peninsula / Wing Wall" means a structural projection into a pool intended to provide partial separation within the body of water.

(68) "pH" means the negative log of the concentration of hydrogen ions. As pH is raised, more ionization occurs and chlorine disinfectants decrease in effectiveness.

(69) "Pool" means any artificial water holding structure with a closed-loop circulation of water through a water treatment system with a return to the structure.

(70) "Private Pool" means any constructed pool, permanent or non-portable, that serves a single-family dwelling and is used only by the residents of that dwelling and their guests.

(71) "Public Swimming Pool" means any structure, chamber, or tank containing an artificial body of water shared and used by the public for swimming, diving, wading,

recreation or therapy, together with buildings, appurtenances and equipment used in connection with the body of water, regardless of whether a fee is charged for its use.

The term includes municipal, school, hotel, or motel pools, and any pool to which access is granted in exchange for payment of a daily fee. The term shall also include pools and spas operated by or serving camps, churches, day care centers, group home facilities of twelve or more clients, institutions, parks, state agencies, condominiums, mobile home parks, recreational vehicle parks, associations, health clubs, special purpose pools, apartment complexes, subdivisions, country clubs and recreational water parks. Public swimming pools are divided into the following classifications:

(a) Class "A" means a pool intended for use for accredited competitive swimming events such as Federation Internationale De Natation (FINA), USA Swimming, USA Diving, National Collegiate Athletic Association (NCAA) and National Federation of State High School Associations (NFHS) and other governing bodies. The use of such a pool is not limited to competitive events.

(b) Class "B" means a pool intended for general public recreational use.

(c) Class "C" means a pool operated solely for and in conjunction with lodging and housing such as hotels, motels, campgrounds and multi-residential housing.

(d) Class "D" means special purpose pools (see special purpose pool types).

(e) Class "E" means pools or spas used for instruction, play, or therapy, and having a water temperature above 90 degrees <sup>0</sup>F (32 degrees <sup>0</sup>C).

(72) "Special Purpose Pools" means any pool operated for recreational play and other special purposes, including, but not limited to, wave or surf action pools, activity pools, interactive water activity pools, wading pools, and activity pools. These include, but are not limited to the following types:

(a) Activity Pools. A pool designed for casual water play ranging from simple splashing activity to the use of attractions placed in the pool for recreation. This includes, but is not



limited to slides, flumes, lily pad walks, log rolls, cable, rope, boom drops, and any other falling entry features. These pools allow for the bather to drop into the pool area from a height of six inches to four feet above the water surface and in various positions of entry.

(b) Continuous Water Course. A manufactured stream of water of near-constant depth in which water is moved by pumps or other propulsion to provide a flow that transports bathers over a defined path.

(c) Diving Pool. A pool used exclusively for diving.

(d) Dual Use Pool. A pool that is normally used as a swimming pool, but which has no more than one water slide or one other feature other than diving boards which uses the main body of water as its landing or activity area.

(e) Exercise Spa. A variant of a spa in which the design and construction includes specific features and equipment to produce a water flow intended to allow recreational physical activity including but not limited to, biking and treadmills. Spas can include peripheral jetted seats intended for water therapy, heater, circulation and filtration system, which must be separate and distinct from the spa and must have separate controls.

(f) Interactive Water Play Pool. A pad which contains various fountains, interactive water sprays, or waterfall features. The pad slopes to one or more drains which empties into a reservoir which is recirculated and disinfected before its return to the water features.

These pools are also known as splash pads, spray pads, wet decks. For the purposes of the Chapter, only those designed to recirculate water and intended for public use and recreation shall be regulated.

(g) Landing Pool. A pool located at the exit of one or more waterslide flumes. The body of water is intended and designed to receive a bather emerging from the flume for the purpose of terminating the slide action and providing a means of exit to a deck or walkway area.

(h) Leisure River. A riding water course where ingress and egress is effectively limited to designated points of entry and exit, also known as a lazy river.

(i) Sensory Deprivation Chamber (float tank). A chamber that provides a light and sound free environment, contains a saturated solution of sodium chloride or magnesium sulfate having a specific gravity of 1.27 to 1.3, and is maintained at a temperature of approximately 93.5°F (34.1°C).

(j) Wading Pool. A shallow pool with a depth of 18 inches or less, and which has no water activity features.

(k) Wading Interactive Pool. A pool with a depth of 18 inches or less and which has any number of water features within the pool area.

(l) Wave Pool. A large body of water that has a mechanism for generating an oscillating wave-form at one end and ending at the other end with a zero-depth-entry.

(73) Zero Depth Entry Pools. A pool in any classification that has a sloping edge or beach at one end in place of a wall.

(74) "Permanently Installed Swimming Pool" means a pool that is constructed in the ground or in a building in such a manner that it cannot be readily disassembled for storage.

(75). "Therapeutic Pool" means a pool used in physical programs operated by medical facilities licensed by the Department of Community Health or operated by a licensed physical therapist.

(76) "Pool Slide" means a slide having a configuration as defined in the Code of Federal Regulations (CFR) Ch. II, Title 16 Part 1207 of the Consumer Product Safety Commission, or which is similar in construction to a playground slide designed to allow users to slide from an elevated height to a pool. The term includes children's (tot) slides and all other non-flume slides that are mounted on the pool deck or within the basin of a public swimming pool.

(77) "Potable Water" means any water, such as an approved domestic water supply, which is microbiologically safe and otherwise suitable for drinking.

(78) "PPM" means an abbreviation for parts per million, the unit of measurement used in chemical testing which indicates the parts by weight in relation to one million parts by weight of water, such as the term milligrams per liter (mg/L).

(79) "Precipitate" means a solid material which is forced out of a solution by some chemical reaction and which may settle out or remain as a haze in suspension (turbidity).

(80) "PSI" means an abbreviation for pounds per square inch.

(81) "Rate of Flow" means the quantity of water flowing past a designated point within a specified time, such as the number of gallons flowing in one minute (gpm).

(82) "Rated Pressure" means that pressure that is equal to or less than the designed pressure and appears on the data plate of the equipment.

(83) "Recreational Water Park" means a facility or area which incorporates one or more special purpose pools, together with associated buildings, appurtenances, and equipment designated for public bathing or swimming.

(84) "Removable" means something that can be disassembled with the use of simple tools such as a screwdriver, pliers or wrench.

(85) "Remodeling" means the activity of restoring all or part of the physical structure of a pool or spa into good condition. This includes the rebuilding or replacing of worn and broken parts or components that require disturbing segments of the piping system, decking, or watertight shell structure.

(86) "Responsible Person" means an individual that is responsible for daily water monitoring operations when a "trained operator" is not on-site or making visits to the public swimming pool daily.

(87) "Return Inlet" means the opening or fitting through which the water under positive pressure returns into a pool or spa.

(88) "Return Piping" means that piping through which water is returned to the pool.

(89) "Ring Buoy" means a ring-shaped floating buoy capable of supporting a bather in the water.

(90) "Rinse Shower" means a shower typically located on the deck area and supplied with ambient temperature water. The main purpose is to remove dirt, sand, or organic material prior to entering the water to reduce the introduction of contaminants and the formation of disinfection by-products.

(91) "Shallow Area" means portions of a pool or spa with water depths five feet or less.

(92) "Safety Plan" means a written document that has procedures, requirements, or standards related to safety which the pool staff shall follow. The safety plan shall include training and emergency response procedures.

(93) "Sanitize" means reducing the level of microbes to that level considered safe by public health standards. This may be achieved through a variety of chemical or physical means including chemical treatment, physical cleaning, or drying.

(94) "Saturation Index" means a mathematical representation or scale representing the ability of water to deposit calcium carbonate, or dissolve metal, concrete or grout.

(95) "Shock Treatment" means the practice of adding significant amounts of an oxidizing chemical to water to destroy ammonia and nitrogenous and organic contaminants in water.

(96) "Skimmer Weir" means the part of a skimmer which adjusts automatically to small changes in water level to assure a continuous flow of water to the skimmer.

(97) "Slip Resistant" means a surface that has been treated or constructed so as to significantly reduce the chance of a patron slipping. The surface shall not be an abrasion hazard. All surfaces required to be slip-resistant shall have a minimum dynamic

coefficient of friction at least equal to the requirements of ANSI A137.1-2012 or successor standard for that installation as measured by the DCOF AcuTest.

(98) "Sodium Hypochlorite (NaOCl)" means a clear liquid form of an inorganic chlorine compound obtainable in concentrations of 5% to 16% available chlorine.

(99) "Special Use Pool" means a pool that does not meet the operational and design characteristics of any public swimming pool class or type identified elsewhere in this chapter. A special use pool may be considered through an application for a variance.

(100) "Suction Outlet" means the opening or fitting through which the water under negative pressure is drawn from the pool or spa.

(101) "Suction Piping" means that piping through which water is removed from the pool.

(102) "Surface Skimming System" means perimeter-type overflows, surface skimmers and surface water collection systems of various design and manufacture which permit the continuous removal of floating debris and surface water to the filter.

(103) "Supplemental Disinfection Systems" means those disinfection processes or systems installed in addition to the primary system required on all increased risk public pools.

(104) "Test Kit" means a device used to monitor specific chemical or agent residual or demands in pool or spa water.

(105) "Theoretical Peak Occupancy Load" means the anticipated peak number of bathers in the water and on the deck. This occupancy is also used for design purposes and to determine services that support bathers. For public swimming pools, the theoretical peak occupancy load is calculated by using the water density factor and deck area:

(a) Flat Water. A public swimming pool in which the water line is static except for movement made by users usually as a horizontal use as in swimming. Diving spargers do not void the flat water definition.

(b) Agitated Water. A public swimming pool with mechanical means (aquatic features) to discharge, spray, or move the water's surface above or below the static water line of the pool so people are standing or playing vertically. Where there is no static water line, movement shall be considered above the deck plane.

(c) Hot Water. A pool or spa with a water temperature over 90°F (32°C).

(106) "Time Clock" means a mechanical device that automatically controls the periods that a pump, filter, chlorinator, heater, blower and other electrical devices are running.

(107) "Total Alkalinity" means the ability or capacity of water to resist change in pH; also known as the buffering capacity of water. Measured with a test kit and expressed as ppm.

(108) "Total Available Chlorine (TAC)" means the sum of both the free available and combined chlorines.

(109) "Trained Operator" means an individual responsible for the operation and maintenance of the public pool water and the associated infrastructure of the facility who has successfully completed a Department approved operator training course.

(110) "Turbidity" means the cloudy condition of water due to the presence of extremely fine particulate materials in suspension that interfere with the passage of light.

(111) "Turnover Rate" means the period of time (usually in hours) required to circulate a volume of water equal to the pool or spa capacity.

(112) "Underwater Seat Bench" means a submerged seat without hydrotherapy jets.

(113) "Vacuum" means the reduction of atmospheric pressure within a pipe, tank, pump or other vessel. Vacuum is measured in inches of mercury. One inch (1") of mercury is equivalent to one and thirteen hundredths feet (1.13') of head. The practical maximum vacuum is thirty inches (30") of mercury or thirty three and nine tenths feet (33.9') of head.

(114) "Waterline". The waterline shall be defined in one of the following ways:

(a) Skimmer System. The waterline shall be at the midpoint of the operating range of the skimmers when there are no bathers in the pool or spa.

(b) Overflow System. The waterline shall be at the top of the overflow rim.

(115) Water slide. A slide that runs into a landing pool or runout through a fabricated channel with flowing water. A water slide may be classified by their physical and intended use characteristics. The following are types of waterslides:

(a) Body Slide. A water slide used without a vehicle.

(b) Children's Slide. A water slide generally intended only for use by persons under the height of 48 inches. Water slide has a maximum fall distance of 3 inches from slide exit where the rider enters the water and water depth is no more than 24 inches.

(c) Mat Slides. Water slide used with a designated mat as a vehicle.

(d) Specialty Slides. A proprietary water slide design, such as an uphill, half-pipe, or bowl ride, which does not conform to the standard classification.

(e) Speed Slide. Water slide where the riders achieve a velocity of 25 feet per second or more during the course of the ride.

(f) Tub Slides. Water slide used with a single or multi-person water slide tube.

(116) "Water Quality Testing Device" means a product designed to measure the level of a parameter in water. A WQTD includes a device or method to provide a visual indication of a parameter level, and may include one or more reagents and accessory items.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.02 Scope.**

(1) These rules prescribe minimum design, construction, and operation requirements for the protection of public health and safety of the public in swimming pools, spas, and recreational water parks.

*Rule .02*

(2) These rules are intended to cover certain aspects of the design, equipment, operation, permanent installation, new construction and remodeling of swimming pools, spas and recreational water parks. Where adequate standards do not exist and these rules do not provide sufficient guidance for consideration of innovations in design, construction and operation of proposed pools, spas or recreational water parks, the Department will establish requirements necessary to protect the health and safety of the pool patrons.

(3) These rules shall not apply to private swimming pool and hot tubs or spas serving a single-family dwelling and used only by the residents of that dwelling and their guests, therapeutic pools operated by a licensed medical facility or a licensed physical therapist, therapeutic chambers which are drained, cleaned, and refilled after each individual use, or religious ritual baths used solely for religious purposes.

(4) (Deleted Language from O.C.G.A 31-45-13.)

(5) All pools shall meet the requirements of this Chapter except as provided in subsection (6) below.

(6) Public swimming pools constructed prior to the effective date of this ordinance shall continue to be governed by the 2013 version of this Chapter with regard to design and construction requirements. Any such pool that is remodeled after the effective date of this ordinance shall be required to comply with the current version of this Chapter.

Notwithstanding the foregoing, all pools shall be required to meet the current requirements of this Chapter related to the abatement of suction hazards.

(7) All single, dual, or multiple drain covers and grates shall comply with ANSI/APSP-16 or any successor standard that may be prescribed by ANSI/APSP.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]



### **511-3-5-.03 Permits.**

#### **(1) General Provisions.**

(a) It shall be unlawful for any person to operate a public pool, spa, or recreational water park without having first obtained a valid operating permit from the health authority pursuant to this Chapter. Each pool must operate under a separate permit.

(b) It shall be unlawful for any person to build, alter, or remodel a public pool, spa, or recreational water park without first having obtained a valid construction permit from the health authority pursuant to this Chapter.

(c) Prior to the issuance of any permit under these rules, the applicant shall provide evidence of satisfactory compliance with the provisions of this Chapter and all other laws which apply to the location, construction, and maintenance of the pool, spa, or recreational water park, and the safety of persons therein.

(d) All permit applications shall be prepared in duplicate on forms provided by the Department. The original shall be filed with the health authority for the county in which the pool is located and a copy retained by the applicant.

#### **(2) Construction Permits.**

(a) Two complete sets of scaled construction plans must be submitted to the local health authority for approval when a public swimming pool, spa, or recreational water park attraction is to be constructed, altered, or remodeled, or when an existing or

*Rule .03(2)(a)*

abandoned structure is to be converted for use as a public pool, spa, or recreational water park attraction. The plans shall be submitted at least thirty days prior to beginning construction and shall indicate, at a minimum, the proposed layout, the mechanical plans, the construction materials, and the type and model of proposed equipment.

(b) The theoretical peak occupancy shall be stated on the plans.

- (c) One approved set of the construction plans shall remain at the construction site at all times during construction, and all contractors must have access to the plans.
- (d) The construction plans must bear the seal of a licensed architect or professional engineer, unless the health authority deems it to be unnecessary.
- (e) Complete specifications for the project shall accompany the plans, including manufacturer's cut sheets and specifications on all equipment.
- (f) A professional engineer licensed in the state must sign the department hydraulic analysis form and submit the completed worksheet with the construction plans, unless the health authority deems it to be unnecessary.
- (g) Any additional data required by the health authority for purpose of clarification, anticipated use, or to support any changes in design or scope of the project, must be submitted before issuance of a construction permit.
- (h) The swimming pool, spa, or recreational water park shall be built in compliance with the plans as approved unless written approval of changes has been given by the health authority.
- (i) A construction permit is valid for twelve months from the date of issue. If the project has not been completed within that time, then the owner must apply to renew the permit.
- (j) The owner or its agent shall notify the health authority at specific, predetermined stages of construction and at the time of completion of the pool to allow inspections.

*Rule .03(2)*

- (k) The health authority may make or require third party inspections of any new or existing construction work to determine compliance with the provisions of this chapter and other ordinances or laws.

**(3) Operating Permit.**

- (a) The permit shall be prominently displayed at all times, as close to the main entrance as practicable or as determined by the health authority.
- (b) An operating permit shall not be valid for more than twelve months.
- (c) An operational permit will not be issued to a facility if any violation of this Chapter is found during the permitting inspection, if applicable, written evidence of compliance with other state laws or local ordinances is not provided at the time of inspection, or if any outstanding fees are due.
- (d) The owner must provide the health authority with a letter from a licensed architect, or professional engineer stating that the pool was built in compliance with the regulation and applicable codes. This letter need only be provided once.
- (e) Copies of any testing reports for systems, such as air handling, are conducted, shall be furnished with the application.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

#### **511-3-5-.04 Structural Design.**

- (1) Pools shall be constructed of reinforced concrete or impervious and structurally sound materials, which provide a smooth, easily cleaned, watertight structure capable of withstanding the anticipated loads for full and empty conditions, taking into account climatic and hydrostatic considerations, and the integration of the pool with other structures. The structural design and materials used shall be in accordance with generally accepted structural engineering practices.

##### *Rule .04*

- (2) Pool shell construction material may also include fiberglass, stainless steel and modular panel systems meeting the requirements of this section and any applicable American Society of Testing and Materials standards or state building code.
- (3) Sand or earth shall not be permitted as an interior finish in a swimming pool or spa.

(4) The pool or spa shell, appurtenances, piping, filter system, pump and motor, and other components shall be constructed to facilitate protection from damage due to freezing.

(5) Surfaces within the pool or spa intended to provide footing for users shall be designed to provide a slip-resistant surface that is rigid and resistant to puncture and tear.

(6) Polyvinyl chloride (PVC) membrane systems may be used as an interior finish of a public pool if the supporting watertight pool shell to which the system is attached meets the structure requirements of the chapter. If the structure complies with the chapter, the contractor may permanently attach an approved PVC membrane or panel system to all surfaces within the pool. A PVC membrane shall be a minimum of 55 mils in thickness.

(7) The roughness or irregularity of such surfaces shall not be such as to cause injury or discomfort to the feet during normal use.

(8) The color of the interior shall be white or light pastel and shall not obscure the presence of a bather on the bottom of the pool, or of objects, debris, algae, or surface cracks within the pool.

(9) Swimming pools and spas and their appurtenances shall be constructed of materials which are nontoxic to man and the environment, impervious and enduring, able to withstand design stresses, and able to provide a watertight structure with a smooth and easily cleaned surface without cracks or joints, excluding structural joints, or to which a smooth, easily cleaned surface finish is applied or attached. Materials of manufacture for

*Rule .04(9)*

swimming pools and spas shall be capable of fulfilling the design, installation, and intended use requirements in these rules. The materials of manufacture, components and accessories used in public spas shall comply with the following:

(a) **Plumbing.** All plumbing shall be sized, installed, and maintained according to applicable State Regulations and local plumbing codes. Written evidence shall be provided from a licensed plumbing contractor or the plumbing inspector, as required by the local health authority, of compliance with the plumbing code.

(b) **Electrical Systems.** All electrical wiring, equipment, and installation, including the grounding of pool components, shall conform with national, state and local electrical codes. Written evidence shall be provided from a licensed electrical contractor or electrical inspector, as required by the local health authority, of compliance with all electrical codes.

(c) **Recirculation and Treatment Systems and other Components.** All recirculation and treatment system equipment and all other components such as filters, recessed automatic surface skimmers, ionizers, ozone generators, solar heaters, disinfection feeders, chlorine generators and sensory deprivation chambers or float pods must be tested and approved using the current NSF Standard 50, Circulation System Components and Related Materials for Swimming Pool, Spas/Hot Tubs." Written evidence shall be provided from the designing engineer that all recirculation and treatment systems and all components used in the installation meet these approved standards.

(d) **Material Surfaces.** All surfaces that come in contact with the user shall be finished so that they do not constitute a cutting, pinching, puncturing or abrasion hazard under casual contact and intended use. All materials shall be maintained in accordance with manufacturer's instructions.

*Rule .04(9)*

(e) **Compatibility.** Combinations of different materials shall be chemically and mechanically compatible for their intended use and environment. Any pool with a metal-

based shell or utilizing dissimilar metals shall be provided with sacrificial anodes or other approved means to reduce galvanic action and electrolytic corrosion.

(f) **Ventilation.** Mechanical ventilation shall be provided for all indoor public swimming pools and pump rooms. All systems shall be sized, installed and maintained according to applicable state regulations and local codes. Written evidence shall be provided by a licensed heating, ventilation and air-conditioning contractor certifying compliance with all applicable codes and with the latest ANSI/ASHRAE standard 62.1, Ventilation for Acceptable Indoor Air Quality. A written statement of commissioning shall be provided to the owner stating that the amount of outdoor air meets the performance requirements of the applicable codes.

(10) Roofs or canopies over pools or spas shall be constructed so that water run-off does not drain into the pool or spa water.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

#### **511-3-5-.05 Dimensional Design.**

(1) Swimming pools, spas, and recreational water park attractions may be constructed in any shape that is safe and which allows for adequate circulation of the water.

(a) There shall be no protrusions, extensions, or other means of entanglement or obstructions in the swimming area which can cause the entrapment or injury of the bather.

(b) There shall be construction tolerances allowed on all dimensional designs. Overall length, width and depth in the deep end of a swimming pool may vary plus or minus three inches. All other overall dimensions in a swimming pool and in a spa may vary

*Rule .05(1)(b)*

plus or minus two inches, unless otherwise specified. The designed waterline shall have a maximum construction tolerance at the time of completion of the work of plus or minus

one-fourth inch for pools and spas with adjustable weir surface skimming systems and of plus or minus one-eighth inch for pools and spas with nonadjustable surface skimming systems.

(c) The pool size shall be governed by the requirements of the activities for which the installation is intended.

(2) **Walls.** Walls shall not be more than eleven degrees from plumb for a minimum depth of two feet nine inches from the waterline in deep areas or two feet three inches in the shallow areas. Below these depths the wall may be radiused to join the floor. The finished construction tolerance for the wall slope shall be  $\pm 3$  percent.

(3) **Floor Slopes.** Floor slopes shall comply with the following minimum standards:

(a) All slopes shall be uniform.

(b) The slope of the floor from the shallow end wall towards the deep end shall not exceed one foot in twelve feet to the point of the first slope change.

(c) The point of the first slope change shall be defined as the point at which the floor slope exceeds one foot in twelve feet and shall not occur at a depth of more than five feet.

(d) The slope of the floor from the point of the first slope change to the deep end shall not exceed one foot in three feet. Such slopes may not provide any less water depth than those specified if the pool is intended for diving.

(e) Transitional radius from wall to floor where floor slopes join the wall shall comply with the following:

1. The radius shall have its center no less than two feet nine inches below the waterline in deep areas or two feet six inches in the shallow area.

*Rule .05(3)(e)*

2. The radius shall be tangent at the point where the radius either meets the wall or the floor.

3. The radius (R) shall be at least equal to or greater than the depth of the pool minus the vertical wall depth measured from the waterline or tolerance allowed in DPH Rule 511-3-5-.05 (2) minus three inches to allow draining to the main drain. (R minimum = Pool depth - Vertical wall depth - 3")

4. Walls shall intersect with the floor at an angle or a transition profile. Where a transitional profile is provided at water depths of three feet or less, a transitional radius shall not exceed six inches and shall be tangent to the wall and is permitted to be tangent to or intersect the floor.

(4) **Water depths.** Water depths at the shallow end of the swimming area shall be a maximum of three feet six inches except for competitive racing pools.

(a) The active area of a pool shall be visually set apart from, but may be adjoined to, the shallow area and shall not adjoin the deep area.

(b) The transition point or point of slope change of the pool from the active area to the shallow area and from the shallow area to the deep area and at the points of separation of diving, slide and amusement areas shall be visually set apart with a rope and float line, depth markers and a four inch minimum width row of floor tile, or similar means of a color contrasting with the bottom. In diving pools with a constant slope, the shallow area shall be visually set apart from the deep area with a rope and float line, depth markers and a four inch minimum width row of floor tile, or similar means of a color contrasting with the bottom. The health authority may waive the need for a rope and float line in swim-out areas or similar construction where deemed necessary.

(c) Starting platforms built after the adoption of this chapter shall be installed according to manufacturer's instructions and this section.

*Rule .05(4)(c)*

1. Starting platforms shall be installed in a minimum water depth of five feet.



2. The leading edge of starting platforms shall have a maximum height of 30 inches above the water surface.

3. Platforms shall have slip resistant tread surfaces.

(d) Starting platforms shall be used by swimmers certified for racing starts and under the direct supervision of a qualified coach or instructor.

(e) Starting platforms shall be removed, if possible, or prohibited from use during all recreational or non-competitive swimming activity by covering platforms with a manufacturer-supplied platform cover or with another means or device that is readily visible and clearly prohibits use.

(5) Diving areas in non-competitive pools shall conform to the minimum water depths, areas, slopes and other dimensions shown in DPH Rule 511-3-5-.05(7). If a wall exists, then it shall conform to the 5:1 slope in the Point D dimension and the L<sub>1-2-3-4</sub> dimensions and shall be installed in accordance with the manufacturer's instructions.

(6) Installation and use instructions for manufactured diving equipment shall be provided by the manufacturer and shall specify the minimum water dimensions required for each diving board and diving stand combination. The manufacturer's instructions shall refer to the water envelope type by dimensionally relating their products to Point A on the water envelopes referenced in subsection (b) below. The board manufacturer shall specify which boards fit on the design pool geometry types.

(a) When diving equipment is installed, it shall conform to the specifications set forth in DPH Rule 511-3-5-.06(7) and shall be located in the diving area of the pool so as to provide the minimum dimensions as shown in DPH Rule 511-3-5-.05(7).

(b) The tip of the diving equipment shall be located at Point A shown in the diagram in DPH Rule 511-3-5-.05(7)(a), which is the reference point of all other dimensions.

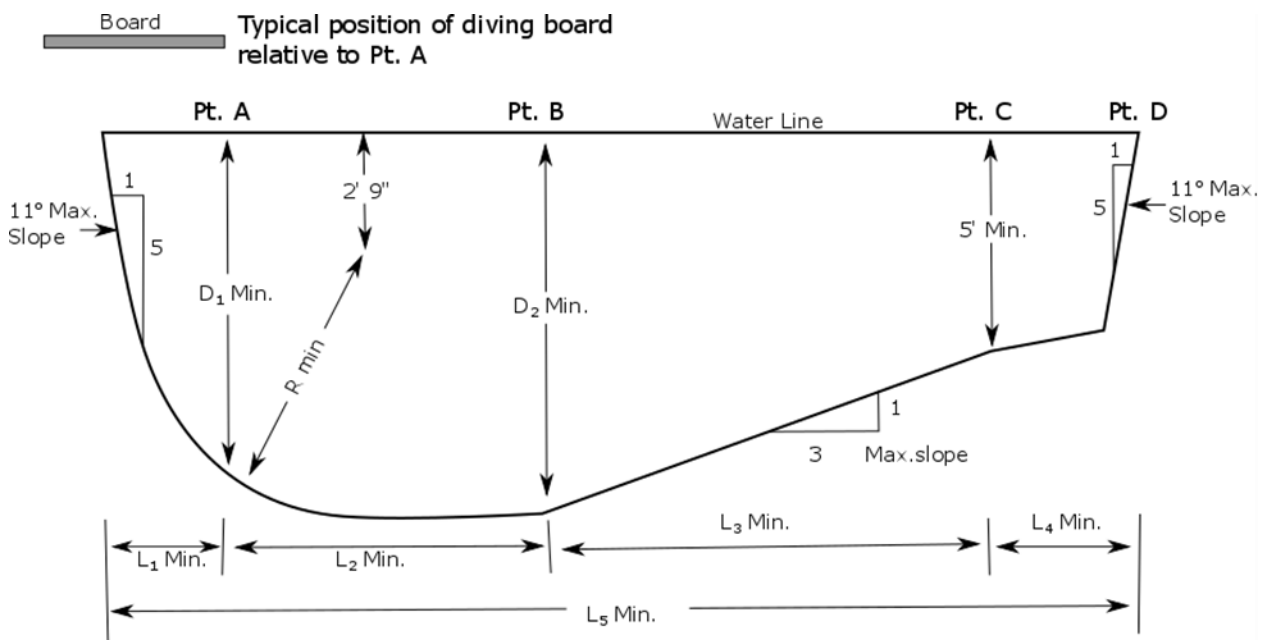
*Rule .05(6)*

(c) There shall be a completely unobstructed clear vertical distance of thirteen feet above any diving board measured from the center of the front end of the board. This area shall extend horizontally at least eight feet behind, eight feet to each side and sixteen feet ahead of Point A shown in the diagram in DPH Rule 511-3-5-.05(7)(a).

(d) Public non-competitive pools with diving facilities in excess of three meters in height, or pools designed for platform diving, shall comply with the dimensional design requirements of the Federation Internationale de Natation Amateur (FINA), U.S. Diving, National Federation of State High School Associations (NFSHSA), or similar authority.

**(7) Minimum Dimensions for Diving Portion of Pools.**

(a) Diagram showing points where dimensions are measured. Note that the shallow portion of the pool is not shown.



Note: L<sub>4</sub> is a minimum dimension to allow sufficient length opposite the board. This may of course be lengthened to form the shallow portion of the pool.

Rule .05(7)

(b) Minimum dimensions for points given in diagram (a).

RELATED DIVING EQUIPMENT		MINIMUM DIMENSIONS								MINIMUM WIDTH OF POOL AT:		
MAX DIVING BOARD LENGHT	MAX BOARD HEIGHT OVER WATER	D <sub>1</sub>	D <sub>2</sub>	R	L <sub>1</sub>	L <sub>2</sub>	L <sub>3</sub>	L <sub>4</sub>	L <sub>5</sub>	PT.A	PT.B	PT.C
10'	26"(2/3meter)	7'-0"	8'-6"	5'-6"	2'-6"	8'-0"	10'-6"	7'-0"	28'-0"	16'-0"	18'-0"	18'-0"
12'	30"(3/4 meter)	7'-6"	9'-0"	6'-0"	3'-0"	9'-0"	12'-0"	4'-0"	28'-0"	18'-0"	20'-0"	20'-0"
16'	1 Meter	8'-6"	10'-0"	7'-0"	4'-0"	10'-0"	15'-0"	2'-0"	31'-0"	20'-0"	22'-0"	22'-0"
16'	3 Meter	11'-0"	12'-0"	8'-6"	6'-0"	10'-6"	21'-0"	0	37'-6"	22'-0"	24'-0"	24'-0"

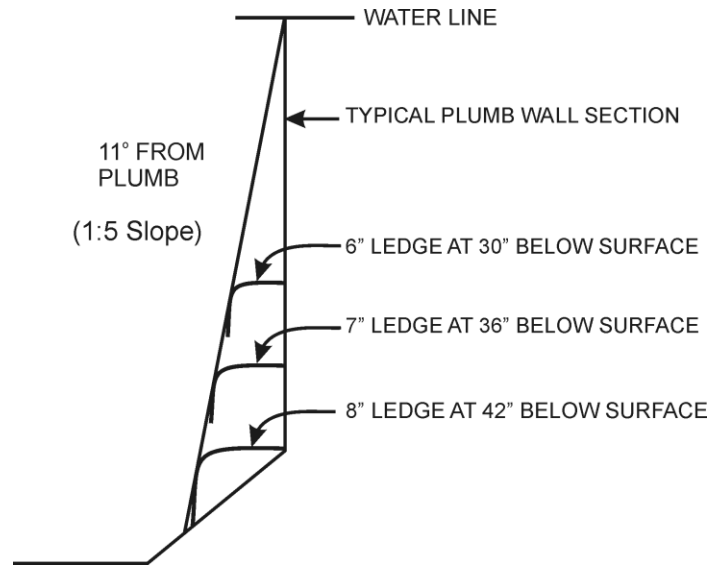
1. L<sub>2</sub>, L<sub>3</sub>, and L<sub>4</sub> combined, represent the minimum distance from the tip of the board to pool wall opposite diving equipment.

2. Placement of boards shall observe the following minimum dimensions. With multiple board installations minimum pool widths must be increased accordingly.

- Deck Level Board to Pool Side 8'
- 1 Meter Board to Pool Side 10'
- 3 Meter Board to Pool Side 11'
- 1 Meter or Deck Level Board to 3 Meter Board 10'
- 1 Meter or Deck Level Board to another 1 Meter or Deck Level Board 8'
- 3 Meter to another 3 Meter Board 10'

(8) **Offset Ledges.** When provided, offset ledges shall fall within eleven degrees from plumb starting at the junction of the pool wall and waterline and shall have a slip-resistant surface. The outer two inch edge shall be lined with slip resistant tile in a contrasting color. The maximum width shall be eight inches. The typical allowable dimensions are based on the depths shown below.

*Rule .05(8)*



(9) **Underwater Seat Benches.** Underwater seat benches in pools, if provided, shall have a maximum horizontal seat bench depth of twenty inches below the waterline, be visually set apart by having the outer two inches of each seat lined with a slip-resistant tile in a contrasting color, and shall be located fully outside of the required minimum diving water envelope if the pool is intended for use with diving equipment. .

(10) **Swimouts.** Swimouts shall be located in the shallow area of a pool outside of the perimeter and comply with all the following:

- (a) The horizontal surface shall be not be more than twenty inches below waterline.
- (b) An unobstructed surface shall be provided that is equal to or greater than that required for the top tread of the pool stairs in DPH Rule 511-3-5-.06(3).
- (c) Where used as an entry and exit access, swimouts shall be provided with steps that comply with the pool stair requirement in DPH Rule 511-3-5-.06(3).
- (d) The leading two inches of the outer edge shall be visually set apart with slip resistant tiles in a contrasting color.

(11) **Underwater/Tanning Shelf.** An underwater shelf used as the required entry or exit access shall be located not more than twelve inches below the waterline.

The leading two inches of the outer edge shall be visually set apart with contrasting tiles.

The shelf surface area is excluded when determining the occupancy load.

(12) **Theoretical Peak Occupancy Load.** The theoretical peak occupancy for a public swimming pool shall be used for designing systems that serve bathers, and shall incorporate non-water related areas such as decking. This peak occupancy shall be the total number of bathers that are permissible on the deck and in the water at any given point in time.

(a) The theoretical peak occupancy shall be calculated by dividing the pool area in square feet by the density factor (D) representing the specific water types or devices and pool deck area.

(b) Use Table 1. Density Factors (D) in square feet to determine the theoretical peak occupancy.

Table 1. Density Factors (D) in square feet

	Agitated Water in Shallow area or Shallow water or Wading area	Flat Water in Deep area or Deep water (not including the Diving Area)	Diving Area (per each diving board)	Entry Area for all other devices including slides
Pools with minimal deck area	15 square feet per user	20 square feet per user	300 square feet per diving board	150 square feet per device
Pools with deck area at least equal to the water surface area	12 square feet per user	15 square feet per user	300 square feet per diving board	150 square feet per device
Pool with deck area at least twice the water surface area	10 square feet per user	12 square feet per user	300 square feet per diving board	150 square feet per device

(c) The theoretical peak occupancy calculations shall be calculated by adding the sums of the applicable figures from Table 1.

(d) A spa or hot water venue density factor shall not exceed one bather per ten square feet of surface area.

(e) A waterslide landing pool may use the manufacturer established capacity if given.

(13) **Wading Pool Water Depth.** Wading pools constructed after adoption of this chapter shall be separate and physically set apart from beginning or shallow water areas of swimming pools by at least fifteen feet of deck. Where a wading pool is adjacent to

any deep water area, a minimum four foot high barrier shall be installed to separate the two pools.

(a) Wading pools shall have a maximum water depth of eighteen inches. Water depths may be reduced from the above maximums and brought to zero at the most shallow point. The areas where the water depth at the edge of the pool exceeds nine inches shall be considered as non-entry areas.

(b) Walls in wading pools shall be vertical or within 11° of vertical except for the lower six inches which shall be radiused to the floor. Walls shall not extend more than six inches above the waterline at any point.

(c) Floors of wading pools shall be uniform and sloped to drain with a maximum slope of one foot in twelve feet vertical to horizontal.

(14) **Spa Water Depth.** The maximum water depth in a spa shall be four feet measured from the waterline. Exceptions may be made for spas designed for a special purpose.

(a) Multi-level seating in a spa may be provided, but the maximum water depth of any seat or sitting bench shall be twenty-eight inches measured from the waterline.

(b) The spa shall be provided with a suitable handhold around its perimeter in areas where water depths exceed three feet six inches. Handholds shall be provided no more than four feet apart and may consist of any one or a combination of the following options:

1. Coping, ledges, radiused flanges or decks along the immediate top edge of the spa shall provide a suitable slip-resistant handhold located not more than twelve inches above the waterline; or
2. Ladders, steps or seat ledges; or
3. A secured rope or railing at or not more than twelve inches above the waterline.

(c) The slope of the floor in a spa shall not exceed one foot in twelve feet vertical to horizontal.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

#### **511-3-5-.06 Decks and Deck Equipment.**

(1) **Decks.** These requirements shall apply to all decks and deck equipment at the time of construction.

(a) Decks shall be designed and installed in accordance with the engineering practices required in the area of installation. Decks shall be constructed with a uniform and easily cleaned surface such as concrete, tile, manufactured or acrylic surfaces. This includes the design of sub base when required, concrete mix design, reinforcing, and joints, if a concrete deck is selected. In the absence of specific local engineering practices, the work shall be performed in accordance with the recommended practices of the latest edition of American Concrete Institute (ACI) Standard 302.1R-80, "Guide for Concrete Floor and Slab Construction or successor standard."

(b) Decking shall be flush with the lip of the pool, spa walls, and copings. Decks, ramps, coping and similar step surfaces shall be slip-resistant and easily cleanable.

(c) Special features in or on decks, such as markers or brand insignias, shall conform to this Chapter.

(d) Risers for steps for the deck shall be uniform and have a minimum height of three and three-fourths inches and a maximum height of seven and one-half inches. The minimum tread depth shall be twelve inches.

(e) Backfilled areas that support a deck shall be adequately compacted.



- (f) The deck, including coping, shall have a minimum four feet width of continuous, unobstructed walking area maintained at all times unless otherwise allowed in the chapter.
- (g) A minimum four foot deck width shall be provided on the sides and rear of any diving equipment or waterslide stairs. A deck clearance of forty-eight inches shall be provided around all deck equipment.
- (h) The approved decking shall connect all site amenities, entrances, and exits.
- (i) A four foot minimum continuous unobstructed deck, which may include the coping, shall be provided around at least 50 percent or more of a spa.
- (j) The minimum slope of the decks shall be one-eighth inch per one foot vertical to horizontal.
- (k) The maximum voids between adjoining concrete slabs, or between concrete slabs and expansion joint material, shall be three-sixteenths inch of horizontal clearance with a maximum difference in vertical elevation of one-fourth inch.
- (l) Open joints or gaps larger than three-sixteenths inch wide or with vertical elevations exceeding 1/4 inches shall be rectified using appropriate fillers. Construction joints where pool coping meets the decks shall be watertight and shall not allow water to pass to the ground beneath.
- (m) The areas where the decks join the pool and spa coping shall be designed and installed so as to protect the coping and its mortar bed from damage as a result of anticipated movement of adjoining decks.
- (n) Joints in decks shall be provided to minimize the potential for cracks due to a change in elevations, separation of surfaces or movement of the slab.
- (o) The areas where the decks join concrete work shall be protected by expansion joints to protect the pool adequately from the pressures of relative movements.

*Rule .06(1)*

(p) Decks shall be edged, have a radius, or be otherwise relieved to eliminate sharp corners.

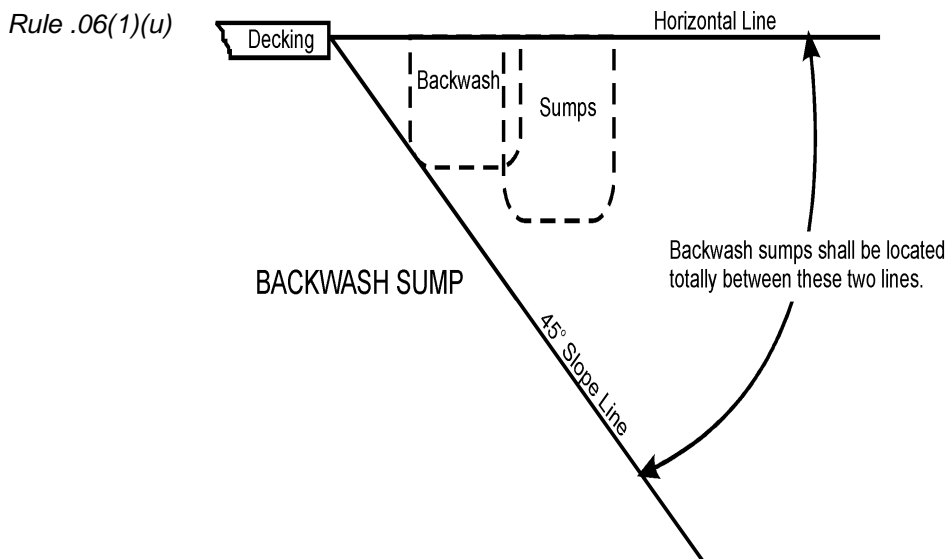
(q) Decks shall be sloped to effectively drain either to perimeter areas or to deck drains. Drainage shall remove pool and spa splash water, deck cleaning water, and rain water without leaving standing water of more than one-eighth inch depth twenty minutes after the cessation of the addition of water to the deck.

(r) Site drainage shall be provided to direct all perimeter deck drainage as well as general site and roof drainage away from the pool. When required, yard drains shall be installed to prevent the accumulation or puddling of site water in the general area of the decks and related improvements.

(s) There shall be no direct connection between the deck drains and the sanitary or storm sewer system, or the gutter or skimmer recirculation system.

(t) Wing walls or peninsulas less than eighteen inches in width shall not be considered a part of the deck.

(u) If a backwash sump is used, then an open pit or leaching design for backwash sump purposes shall be located so that it falls completely below adjacent decks and fully between a line projected 45<sup>0</sup> downward and away from such decks, or shall be designed to accommodate local soil conditions and the volume of backwash.



(v) Circulation system piping, other than that integrally included in the manufacture of the pool or spa, shall be subject to an induced static hydraulic pressure test (sealed system) at twenty-five pounds per square inch (psi) for at least fifteen minutes or longer if required by the local code official or health authority. This test shall be performed before the deck is poured and the pressure shall be maintained through the deck pour.

(w) Valves installed in or under any deck shall provide a minimum ten inch diameter access cover and valve pit to facilitate servicing.

(x) A hose bib and a vacuum breaker shall be provided for washing down the entire deck area and shall be located not more than one hundred-fifty feet apart. Water-powered lifts shall have a dedicated hose bib water source.

(y) The deck area will be kept clean of all trash and debris.

(z) Carpet, wood and artificial turf may not be used on the deck adjoining the pool. Additionally, loose plant material or bedding shall not be permitted on the deck area within four feet of the water surface area.

(2) **Entry/Exit.** All pools, except spas, shall have at least two means of entry/exit located so as to serve both ends of the pool and the deepest portion. These shall

*Rule .06(2)*

consist of ladders, stairs or recessed treads, or a walking entry, and may be used in combination. All treads shall have slip-resistant surfaces. Handicapped accessible entry/exit into the pool shall be designed and provided in accordance with federal, state or local requirements.

(a) Where water depths are twenty-four inches or less at the pool wall, such areas shall be considered as providing their own natural mode for entry/exit.

(b) For pools or water areas over thirty feet in width, each side of the deepest portions of the pool shall have its own entries/exits.

(c) For pools with water depths of more than five feet, a means of entry/exit for the shallow end shall be located between the shallow end wall and the cross section at Point C, while a means of entry/exit for the deep end shall be between the deep end wall and the cross section at Point B as shown in DPH Rule 511-3-5-.05(7).

(d) A means of entry/exit shall be provided at a minimum of every seventy-five linear feet of pool wall or fraction thereof.

(e) Stairs, ladders and recessed treads shall be located to not interfere with racing lanes if applicable.

(3) **Pool Stairs.** The design and construction of protruding and recessed pool stairs shall conform to the following:

(a) Step treads shall have a minimum unobstructed horizontal depth of ten inches and a minimum unobstructed surface area of two hundred forty square inches.

(b) Risers at the centerline of the treads shall have a maximum uniform height of twelve inches, with the bottom riser height allowed to vary from the floor to not more than twelve inches.

(c) The vertical distance from the pool coping, deck, or step surface to the uppermost tread shall not be greater than twelve inches.

*Rule .06(3)*

(d) Where stairs are located in water depths of more than forty-eight inches, the lowest tread shall be not less than forty-eight inches below the deck and the stairs shall not protrude into the pool. The stairs shall be set back into the pool wall.

(e) The outer two inches of each step shall be marked with slip resistant tiles in a contrasting color.

(f) Each set of stairs shall be provided with at least one handrail to serve all treads and risers. Handrails shall conform to the following standards:

1. Handrails, if removable, shall be installed in such a way that they cannot be removed without the use of tools.
2. The leading edge of handrails facilitating stairs and pool entry/exit shall be no more than eighteen inches plus or minus three inches, horizontally from the vertical plane of the bottom riser (where applicable).
3. The outside diameter of handrails shall be between one and one quarter inch and two inches.

(g) Underwater seats, benches or swimouts may be provided as part of the stairs or recessed treads.

(h) Stairs wider than five feet shall have at least one additional handrail for every twelve feet of stair width or fraction.

(4) **Pool Ladders.** The design and construction of pool ladder(s) shall conform to the following standards:

- (a) Pool ladders shall be made entirely of corrosion-resisting materials.
- (b) Ladders shall provide two handholds or two handrails.
- (c) Below the water level, there shall be a clearance of not less than three inches and not more than six inches between any ladders tread edge, measured from the pool wall side of the tread and the pool wall.

*Rule .06(4)*

(d) The clear distance between ladder handrails shall be a minimum of seventeen inches and a maximum of twenty-four inches.

(e) There shall be a uniform height between ladder treads, with a seven inch minimum distance and a twelve inch maximum distance.

(f) Ladder treads shall have a minimum horizontal depth of two inches.

(5) **Recessed Treads.** The design and construction of recessed treads in the pool wall shall conform to the following standards:

(a) Recessed treads at the centerline shall have a uniform vertical spacing of twelve inches maximum and seven inches minimum.

(b) The vertical distance between the pool coping edge, deck or step surface and the uppermost recessed tread shall be a maximum of twelve inches.

(c) Recessed treads shall have a minimum depth of five inches and a minimum width of twelve inches.

(d) Recessed treads shall drain into the pool to prevent the accumulation of dirt.

(e) Each set of recessed treads shall be provided with a set of handrails, grabrails, or handholds to serve all treads and risers.

(f) The clear distance between handrails and grab rails shall be between seventeen and twenty-four inches.

(6) **Spa Entry/Exit.** Spas shall have a means of entry/exit at a minimum of every fifty feet or portion thereof, where water depths are more than twenty-four inches.

(a) DPH Rule 511-3-5-.06(4) and (5) shall apply to ladders and recessed treads in spas.

(b) Spas shall be equipped with at least one handrail (or ladder equivalent) for each fifty feet of perimeter or portion thereof, to designate the point of entry and exit.

1. Handrails shall be installed in such a way that they cannot be removed without the use of tools.

*Rule .06(6)(b)*

2. The leading edge of a handrail in the spa shall be no more than eighteen inches plus or minus three inches horizontally from the vertical plane of the bottom riser (where applicable).

3. The outside diameter of handrails shall be between one and one-quarter inch and two inches.

(c) The design and construction of spa steps and seat benches, where used, shall conform to the following standards:

1. Step treads shall have a minimum unobstructed horizontal depth of ten inches for a minimum continuous width of twelve inches. Step treads shall have slip-resistant surfaces.

2. Riser heights shall not be more than twelve inches. Where the bottom tread serves as a bench or seat, the bottom riser may be a maximum of fourteen inches above the spa floor.

3. The first and last risers need not be uniform but shall comply with riser height requirements as noted above. The (top riser is measured from the finished deck.

4. Intermediate risers, those between the first and last risers, shall be uniform in height.

5. Each set of steps shall be provided with at least one handrail to serve all treads and risers.

6. The outer two inch edge of each step shall be marked with slip resistant tiles in a contrasting color.

(7) **Supports for Diving Equipment.** Supports, platforms, stairs and ladders for diving equipment shall be designed to carry the anticipated loads. Stairs and ladders shall be of corrosion-resisting material, easily cleanable and with slip-resistant tread.

*Rule .06(7)*

(a) All diving stands higher than twenty-one inches as measured from the deck to the top butt end of the board shall be provided with stairs or a ladder. Step treads shall be self-draining.

(b) Platforms and diving equipment of one meter or higher shall be protected with guard rails which shall be at least thirty inches above the diving board and extend to the edge of the pool wall. All platforms or diving equipment higher than one meter shall have guard rails which are at least thirty-six inches above the diving board and extend to the edge of the pool wall.

(8) **Diving Equipment.** Diving equipment shall be designed for swimming pool use and shall be installed in accordance with the manufacturer's recommendations.

Diving boards shall be permitted only when the diving envelope conforms to the standards of the certifying agency that regulates competitive diving at the facility or, if designed for noncompetitive diving, shall follow this section.

(a) Diving equipment manufacturers shall provide installation instructions and specifications with each unit.

(b) A label shall be permanently affixed to the diving equipment or jump board and shall include:

1. Manufacturer's name, identification and address,
2. board equipment length,
3. identification as to diving or jump board,
4. fulcrum setting specifications (if applicable),
5. minimum water envelope required for each diving board and diving stand combination,
6. date of manufacture, and
7. maximum weight of the user.



*Rule .06(8)*

- (c) Diving equipment shall have slip-resistant tread surfaces.
- (d) Diving equipment shall be permanently anchored to the pool deck. The edge of the board at the tip end shall be level with the water surface. The tip end of the board over the pool water surface may be higher than the butt end of the board.
- (e) Maximum board height over the water shall have plus three inches tolerance.
- (f) The maximum construction tolerance of the tip of the board from Point A as shown in DPH Rule 511-3-5-.05(7) shall be plus or minus three inches. The diving equipment shall be in compliance with DPH Rule 511-3-5-.05(6).
- (9) **Pool slides.** The requirements of the U.S. Consumer Product Safety Commission Standard for Swimming Pool Slides as published in the Code of Federal Regulations, 16 CFR Part 1207, shall be used for standards relating to swimming pool slides. Installation and use instructions shall be provided with each unit by the manufacturer.
- (10) **Play structures and other equipment.** Play structures and other equipment shall meet all requirements set by appropriate authorities such as building codes, the U.S. Consumer Product Safety Commission, ASTM standards, and amusement ride regulations.
- (11) **Bridges.** Bridges spanning a pool or any other structures not intended for interactive play shall have a minimum clearance of seven feet from the bottom of the structure to the bottom of the pool and a minimum height of four feet above the water surface. A bridge shall have a minimum forty-two inch high barrier on both sides and a slip resistant walking surface constructed of concrete or a non-absorbent material. A “no diving and no-jumping” sign shall be placed at both ends of the bridge.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.07 Circulation Systems.**

(1) A circulation system consisting of pumps, piping, return inlets and suction outlets, filters and other necessary equipment shall be provided for complete circulation of water through all parts of the pool.

(a) The equipment for a swimming pool shall be of adequate size to turn over the entire pool water capacity. The turnover rate for pools constructed after the adoption of this chapter shall not exceed the sum of one and one-half times the average water depth in feet; where the number of hours is equal to the number feet calculated, or exceed once every six hours whichever is less. Unless the rate is otherwise specified in subsection (b) below. This system shall be designed to give the proper turnover rate based on the manufacturer's recommended maximum pressure flow of the filter in dirty media condition of the filter, immediately prior to cleaning the filter.

(b) Turnover rates for pools by type listed below:

Type	Turnover Rate
1. Activity Pools	2 hours
2. Continuous Water Channels	1 hours
3. Dual Use Swimming Pools (swimming pools with a water slide and/ or one other feature with an average depth exceeding 24 inches)	4 hours
4. Diving Pools	8 hours
5. Interactive Water Play Pools/Spray Pads	30 minutes
6. Landing Pools, (Flumes, Slides and All Other Plunge Pools	60 minutes
7. Leisure Rivers	2 hours
8. Spas/Exercise Spas	30 minutes
9. Wading Interactive Pools (maximum depth, 18 inches)	60 minutes
10. Wading Pools (without any interactive equipment)	60 minutes
11. Water Attraction/Equipment Pump Reservoir Tanks	30 minutes
12. Wave Pools	2 hours

*Rule .07(1)*

(c) Timing devices will be allowed for the purpose of turning down the circulation system during times when a pool is not being used. Timing devices must be set to provide at least one complete turnover immediately prior to the pool reopening.

1. The system flowrate shall not be reduced more than 25% lower than the minimum design flowrate requirement and only reduced when the pool is unoccupied.
2. The system flowrate shall ensure the minimum water clarity required under the chapter is met before opening to the public.
3. The system shall be required to maintain required disinfectant and pH levels at all times.

(d) For spas, a minute timer that does not exceed 15 minutes shall be connected to the agitation system. The timer shall be located out of reach of a bather in the spa.

(e) Water clarity shall be maintained. When standing at the pool's edge at the deep end, the main drain suction outlet covers or a four inch by four inch square marker tile in contrasting color shall be clearly visible. When standing at a spa's edge, the deepest portion of the spa floor shall be visible when the water is still.

1. For pools over ten feet deep an eight inch by eight inch square marker tile in a contrasting color to the pool floor shall be visible at the deepest part of the pool.
2. This reference point shall be visible at all times from the edge of the deck.

(f) Circulation system components which require replacement or servicing shall be accessible for inspection, repair or replacement and shall be installed in accordance with the manufacturer's instructions.

(g) Where equipment sizing falls within the scope of NSF testing, materials and equipment used in the circulation system shall comply with the appropriate requirements of NSF Standard 50.

*Rule .07(1)*

(h) Equipment used for a public pool shall be properly supported to prevent damage from misalignment or settlement. The equipment shall be mounted so as to minimize the potential for the accumulation of debris and moisture, following manufacturer's instructions.

(2) **Water Velocity.** The water velocity in the pool or spa piping for discharge piping shall not exceed eight feet per second and for suction piping, shall not exceed six feet per second.

(a) Pool and spa piping shall be sized to permit the rated flows for filtering and cleaning without exceeding the maximum head of the pump.

(b) The pump shall be sized to deliver the required flow rate against the total system head involved.

(3) **Piping and Fittings.** The circulation system piping and fittings shall be nontoxic, shall be considered to be process piping, and shall be of material able to withstand operating pressures and operating conditions.

(a) Pool and spa piping subject to damage by freezing shall have a uniform slope in one direction equipped with valves for adequate drainage. Pool and spa piping shall be supported at sufficient intervals to prevent entrapment of air, water, or dirt. Provisions shall be made for expansion or contraction of pipes. All piping shall comply with NSF Standard 14 or other applicable standards.

(b) Equipment shall be designed and fabricated to drain the pool or spa water from the equipment, together with exposed face piping, by removal of drain plugs and manipulating valves or by other methods. Refer to manufacturer's recommendations for specific information on draining the system.

*Rule .07*

(4) **System Condition.** Gauges shall be provided as follows:

(a) A pressure or vacuum gauge or other means of indicating system condition shall be provided in the circulation system in an easily readable location.

(b) A flow meter measuring the rate of flow through the filter system with an appropriate range readable in gallons per minute (GPM) and accurate within ten percent actual flow shall be provided. The flow indicator shall be capable of measuring from one-half to at least one and one-half times the design flow rate. The gauge shall be located after the filtering equipment and in such location on the return line, so as to measure the total amount of water returning to the pool according to the manufacturer's installation specifications.

(5) **Water Clarity and Chemistry.** The circulation system shall be capable of maintaining water clarity and water chemistry requirements and shall operate twenty-four hours per day, except as otherwise provided in this Chapter.

(6) **Instructions.** Written operation and maintenance instructions shall be provided for the circulation system.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.08 Filters.**

(1) **Design.** Filters shall be designed and maintained so as to provide the water clarity noted in DPH Rule 511-3-5-.07(1) (e).

(a) Filters shall be listed per NSF Standard 50 with the specific maximum flow rates per surface area based on media used.

(b) The following filtration rates for the specific media shall be used in determining the filter area required for the circulation system:

*Rule .08(1)(b)*

1. High-rate granular media filters shall be designed to operate at no more than fifteen gallons per minute per square foot when a minimum bed depth of fifteen inches is provided per manufacturer. When a bed depth is less than fifteen inches, filters shall be designed to operate at no more than twelve gallons per minute per square foot.
2. The design filtration rate for surface-type cartridge filters shall not exceed three-tenths gallons per minute per square foot. One complete set of spare cartridges shall be maintained on site in a clean and dry condition.
3. The design filtration rate for pre-coat filters shall be based on the following types:
  - (i) Vacuum pre-coat filters shall not be more than either two gallons per minute per square foot, or two and one half gallons per minute per square foot when used with a continuous pre-coat media feed.
  - (ii) Pressure pre-coat filters shall not be more than two gallons per minute per square foot of effective filter surface area.
  - (iii) The filtration surface area shall be based on the outside surface area of the media with the manufacturer's recommended thickness of pre-coat media and consistent with their NSF Standard 50 listing and labeling.
- (c) Filters shall be designed so that filtration surfaces can be inspected and serviced.
- (d) Alternate types of filter media shall be listed and labeled to NSF Standard 50.
- (2) **Internal Pressure.** On pressure-type filters, a means shall be provided to permit the release of internal pressure.
  - (a) Any filter incorporating an automatic internal air release as its principal means of air release shall have lids which provide a slow and safe release of pressure as a part of its design.

*Rule .08(2)*

(b) Any separation tank used in conjunction with any filter tank shall have a manual means of air release or a lid which provides a slow and safe release of pressure as it is opened as a part of its design.

(c) Influent and effluent pressure gauges (if both are present in the system) shall have the capability to measure up to twenty pounds per square inch increase in the differential pressure across the filter bed in increments of one pound per square inch or less.

(3) **Instructions.** Pressure filters and separation tanks shall have operation and maintenance instructions permanently installed on the filter or separation tank and shall include a precautionary warning statement not to start up the system after maintenance without first opening the air release and properly reassembling the filter and separation tank. The statement shall be visible and noticeable within the area of the air release.

(4) **Piping.** Piping furnished with the filter shall be of suitable material capable of withstanding one and one-half times the working pressure. The suction piping shall not collapse when there is a complete shutoff of flow on the suction side of the pump.

(5) A sight glass shall be installed on the waste discharge line of pressure filters so that the progress of filter washing can be observed.

(6) All piping shall be marked with directional arrows as necessary to determine flow direction. All piping in the equipment room shall be permanently identified by its use and the pool and or aquatic feature it serves.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.09 Pumps and Motors.**

(1) **Sizing.** A pump and motor shall be provided for circulation of the pool and spa water. Performance of all pumps shall meet or exceed the conditions of flow required for filtering and cleaning (if applicable) the filters against the total dynamic head developed

*Rule .09(1)*

by the complete system. Where applicable pumps shall comply with the NSF International Standard 50 or Underwriters Laboratories (UL) Standard 1081.

(2) **Strainer or Screen.** With all pressure filter systems, a cleanable strainer or screen shall be provided upstream of the circulation pumps to remove solids and debris such as hair and lint.

(3) Pumps and motors shall be accessible for inspection and service.

(4) **Safe Operation.** The design and construction of the pumps and component parts shall provide for safe operation.

(5) **Pump Seal.** Where a mechanical pump seal is provided, components of the seal shall be corrosion-resisting and capable of operating under conditions normally encountered in pool operation.

(6) **Capability.** Motors shall be capable of operating the pump under full load with a voltage variation of plus or minus ten percent from the nameplate rating. If the maximum service factor of the motor is exceeded (at full voltage), the manufacturer shall indicate this on the pump curve.

(7) **Overload Protection.** All motors shall have thermal or current overload protection, either built in or in the line starter, to provide locked rotor and running protection.

(8) If the pump is below the waterline, valves shall be installed on permanently connected suction and discharge lines, located in an accessible place outside the walls of the pool, where they shall be readily and easily accessible for maintenance and removal of the pump.

(9) Pressure or vacuum gauges shall be installed on all public pools and spas.

(a) The pump vacuum gauge shall be installed as close to the suction side of the pump as possible while still maintaining an accurate reading.



*Rule .09(9)*

(b) The pressure gauge shall be installed downstream from the pump, on the face piping ahead of the filter or on top of the filter in the area of greatest filter pressure.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.10 Return Inlets and Suction Outlets.**

(1) **Location.** Return inlets shall be installed and arranged to produce a uniform circulation of water and maintain a uniform disinfectant residual throughout the pool or spa. Where skimmers are used, the return inlets shall be located so as to help bring floating particles within range of the skimmers.

(a) Pools shall use wall or floor inlets that are adequate in design, number and location to provide adequate mixing.

(b) A swimming pool shall have a minimum of two return inlets regardless of pool size.

(c). The total number of return inlets shall be based on one inlet per three hundred square feet of pool surface area or one inlet for every twenty feet of pool perimeter or fraction thereof, whichever is greater. The return inlets placement shall be as follows:

1. Wall inlets shall be placed within five feet of each pool corner and at least five feet from a skimmer.

(i) Wall return inlets for the circulation system shall be designed to include directionally adjustable fitting to provide effective distribution of water.

(ii) The fitting shall not constitute a hazard to the user.

2. Floor return inlets must be used on pools more than fifty feet in width based on the following placement:

(i) Floor inlets shall be spaced to effectively distribute the treated water throughout the pool.

(ii) Distance between floor inlets shall be no more than twenty feet.

*Rule .10(1)(c)2.*

(iii) A row of floor inlets shall be located within fifteen feet of each side wall.

(iv) Floor inlets shall be flush with the bottom of the pool.

(v) Floor inlets used in combination with wall inlets shall be spaced no more than twenty-five feet from the nearest side walls.

3. For an aquatic facility with multiple pool types in combination using the same body of water, inlets shall meet the chapter's placement criteria and be hydraulically sized to provide the required turnover rate for each pool type.

4. Inlets shall be placed in each recessed or isolated area of the pool.

5. Wall inlets shall not be required to provide directional flow if part of a manufactured gutter system in which the filtered return water conduit is contained within the gutter structure.

(2) Location. All pools shall be provided with at least two main drain suction outlets with sumps in the lowest point of the pool floor or other approved methods.

(a) The main drain system shall be designed at a minimum to handle recirculation flow of 100% of total design recirculation flow rate. The branch pipe from each main drain outlet shall be designed to carry 100% of the recirculation flow rate

(b) The spacing of the main drains shall be at least three feet apart, but not more than twenty on centers nor more than fifteen feet from each side wall.

(c) Three or more suction outlets are subject to the three feet spacing requirement measured from the centerline between the outermost suction outlets.

(3) All spas shall have a minimum of two suction outlets provided for each pump in the suction outlet system, separated by a minimum of three feet or located on two different planes; e.g., one on the bottom and one on the vertical wall, or one each on two separate vertical walls. These suction outlets shall be plumbed such that water is drawn through them simultaneously through a common line to the pump.

*Rule .10*

(4) Suction outlets shall be provided with a cover that has been tested and approved by a nationally recognized testing laboratory and shall comply with the current ANSI/APSP-16 , Suction Fittings For Use in Swimming Pools, Wading Pools, Spas, and Hot Tubs or a successor standard and the following:

(a) Where three or more main drain suction outlets are connected by branch piping, the flow through each branch pipe from each main drain suction outlet shall be calculated as follows:

1. Quantity (Q) of flow (gpm) maximum for each drain = total design flowrate (DFR)) divided by number of drains (N) minus one drain, or
2.  $Q(\text{gpm per drain}) = \text{DFR}/(N-1)$ .

(b) The suction outlets shall be connected to a single main suction pipe by branch lines piped to provide hydraulic balance between the drains.

(c) The branch lines shall not be valved so as to be capable of operating independently.

(d) All covers/grates shall be in the same body of water.

(e) Each suction outlet cover shall be attached to a properly manufactured or field fabricated sump that meets ANSI/APSP 16 or successor standard.

(f) The maximum flow on the pump's curve shall be used to select the cover.

(g) Field fabricated suction outlets must be designed and certified by a registered professional engineer to comply with ANSI/APSP 16 or successor standard.

1. Field fabricated suction outlet covers or grates must provide sufficient area so that the maximum velocity of the water passing the grate will not exceed one and one-half feet per second.

2. The field fabricated sumps shall be built so that the opening of the suction pipe will be no closer than one and one-half times the inside pipe diameter from the bottom of the

*Rule .10(4)(g)2.*

listed suction outlet cover/grate or in accordance with the standard or manufacturer instructions.

3. The width of openings in grating shall be not less than on eight inch and not more than one half inch. The pool or spa shall not be operated if the outlet grate is missing, broken or secured in such a way that it can be removed without the use of a tool.

**(5) Entrapment Avoidance.** If the suction outlet system, such as a filtration system, booster system, automatic cleaning system, or solar system, has a single suction outlet or multiple suction outlets which can be isolated, each suction outlet shall protect against user entrapment by installing a cover/grate that complies with ANSIAPSP- 7 Standard for Suction Entrapment Avoidance in Swimming Pools, Wading Pools, Spas, Hot Tubs, and Catch Basins or successor standard and as many of the following as necessary:

(a) A safety vacuum release system that has been tested by a nationally recognized independent third party and found to conform to ANSI/ASME standard A112.19.17 or ASTM standard F2387 and installed in accordance with manufacturers' instructions.

(b) A suction-limiting vent system designed by a professional engineer,

(c) A gravity drainage system designed by a professional engineer,

(d) Automatic pump shut off system that has been tested by a nationally recognized independent third party and found to conform to a recognized standard,

(e) Other means determined to be equally effective by the Department meeting the requirements of an applicable ASME/ANSI, ASTM or a Consumer Product Safety Commission standard.

(6) Where provided, the vacuum cleaner fittings shall be located in an accessible position between six and eighteen inches below the minimum operating water level or as an attachment to the skimmer(s).

*Rule .10*

(7) The vacuum line shall be protected with a self-closing, self-latching fitting that complies with the current IAMPO SPS 4- Special Use Suction Fitting for Swimming Pools, Spas and Hot Tubs.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.11 Surface Skimmer Systems.**

(1) A surface skimming system shall be provided on all swimming pools and spas and shall be designed and constructed to skim the pool or spa surface when the water level is maintained within the operational parameters of the system's rim or weir device.

Surface skimming devices shall comply with NSF Standard 50.

(2) Skimming devices shall be designed and installed so as not to constitute a hazard to the user.

(3) **Automatic Surface Skimmers.** Where automatic surface skimmers are used as the sole overflow system in pools, at least two surface skimmers shall be provided for the first four hundred square feet or fraction thereof of the water surface area and one skimmer shall be provided for each additional four hundred square feet of surface area. In spas, one skimmer shall be provided for each one hundred square feet of surface area.

(a) Nominal recessed areas such as stairs and swimouts, shall not be considered in the calculation.

(b) When skimmers are used, they shall be located to maintain effective skimming action over the entire surface of the pool or spa.

(c) The skimmer flow rate shall not be less than twenty- five gallons per minutes or more than fifty-five gallons per minutes unless they are based on the manufacturer's design

*Rule .11(3)(c)*

specifications. The flow rate for the skimmers shall comply with manufacturer data plates or NSF/ANSI 50 including Annex K.

(d) Each skimmer shall have a weir that adjusts automatically to variations in water level over a minimum range of four inches.

(e) Each skimmer shall be equipped with a trimmer valve capable of distributing the total flow between individual skimmers.

(f) The skimmer equalizer lines, when used, shall be located on the wall with the center no more than eighteen inches below the maximum operating level.

(g) The skimmer equalizer lines shall be protected by an approved cover/grated with a flow rating equal the maximum system flow divided by the number of skimmers in the system or the maximum flow rating of the skimmer, whichever is greater.

(h) Additional skimmers may be required to achieve effective skimming under site-specific conditions.

(i) The base of each skimmer shall be level with all other skimmers in the pool within a tolerance of plus or minus one-half inch.

(4) **Perimeter Surface Skimmer (Gutter).** Where a perimeter type surface skimming system is used as the sole surface skimming system, this system shall extend completely around the perimeter of the pool except at steps or recessed ladders.

(a) The lip of the gutter shall be level and shall be designed to serve as a handhold for bathers.

(b) The perimeter surface skimming system shall be connected to the circulation system with a system surge capacity of not less than one gallon for each square foot of pool surface or two and one half gallons for each square foot of spa surface.

(c) The hydraulic capacity of the overflow system shall be capable of handling one hundred percent of the circulation flow.

*Rule .11(4)*

(d) Gutters shall be level within a tolerance of plus or minus one-sixteenth inch around the perimeter of the pool.

(e) Automatic makeup water supply equipment shall be provided to maintain continuous skimming of pools with perimeter overflow systems.

(f) Makeup water shall be supplied through an air gap or other approved backflow prevention device.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.12 Lighting and Electrical Requirements.**

(1) **Artificial Lighting.** Artificial lighting shall be provided for all indoor and outdoor pools and spas. Lighting shall be adequate to illuminate the entire swimming pool enclosure without glare. All installations shall comply with local building code requirements. Ground-fault interrupters must be provided. Lighting in dressing rooms, sanitary facilities, equipment rooms and concessions shall comply with local code requirements.

(a) **Water Surface and Deck Area Illumination.** The water surface and deck area light levels shall meet the following minimum illumination levels:

1. An indoor pool water surface and deck: thirty horizontal foot-candles.
2. An outdoor pool deck: ten horizontal foot-candles.
3. An outdoor pool water surface with underwater lighting: ten horizontal foot-candles.
4. An outdoor pool water surface without underwater lighting: fifteen horizontal foot-candles.

(b) Underwater lighting is not required. However, if underwater lighting is used, then the following shall apply:

*Rule .12(1)(b)*

1. A minimum of eight lumens per square foot of water surface area must be provided in conjunction with overhead or equivalent deck lighting.
  2. Underwater lights, in conjunction with overhead or equivalent deck lighting, shall be located to provide the required illumination so that all portions of the pool, including the pool bottom and main drain suction outlets, may be readily seen.
  3. Dimmable or color lighting shall not be used for underwater lighting.
- (c) Illumination shall render all portions of the pool, including the pool bottom and main drain suction outlets, readily visible.
- (d) More light may be required as deemed necessary by the Health Authority or by other codes which apply.
- (e) The lighting shall be evenly spaced around the pool to prevent glare.
- (f) Higher underwater light levels shall be considered for deeper water to achieve the outcome. This must be approved by the professional engineer or architect.
- (2) For outdoor pools, when not being used for night swimming or recreation, a minimum of three foot candles shall be maintained at the surface of pool and deck areas. Motion detector type lights are acceptable.
- (3) No switches, starters, panel boards or similar electrical equipment shall be located in areas readily accessible to bathers while in the pool or on the designated deck area.
- (4) No overhead wiring shall pass within twenty feet (horizontal distance) of the pool enclosure.
- (5) No electrical outlets shall be located within ten feet of the pool edge.
- (6) Public swimming pools that operate outside of daylight hours shall be provided with sufficient emergency lighting to permit evacuation of the pool and securing of the area in the event of power failure. The emergency lighting intensity shall be not less than one foot candle at the water surface and the walking surface of the deck.



*Rule .12*

(7) Color lighting is prohibited for use as pool deck and water surface illumination.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.13 Heaters and Temperature Requirements.**

(1) **Sizing.** Heaters, when used, shall be properly sized according to the volume of water, square footage of surface area, and manufacturer's recommendations.

(2) **Water Temperature.** The owner/operator shall routinely check the in-pool or in-spa water to ensure that the temperature does not exceed 104<sup>0</sup>F.

(a) If adjustments are necessary, those adjustments shall be performed in accordance with manufacturer's instructions or by a qualified technician.

(b) An annual gas fired inspections shall be performed by a qualified professional.

(c) A thermometer shall be available to measure the temperature of the water. It shall be attached or available to the operator at all times.

(3) **Installation.** The heater shall be installed in accordance with state and local codes as well as the manufacturer's recommendations.

(a) **Support.** The heater shall be installed on a surface with sufficient structural strength to support the heater when it is full of water and operating. The heater shall be level and not able to move after plumbing, gas, and electrical connections are completed.

(b) **Ventilation.** Fossil fuel heaters shall have adequate ventilation in order to assure proper operation.

(c) **Make Up Air.** Make up air shall be sufficient for proper operation.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.14 Air Blower and Air Induction Systems.**

- (1) **Entry Devices.** This rule pertains to all devices and systems which induce or allow air to enter the spa either by means of a power pump or passive design.
- (2) **Air Intake Source.** Air intake sources shall not induce water external to the spa unit, dirt, or contaminants into the spa.
- (3) **Make Up Air.** An air blower installed within an enclosure or indoors shall have adequate ventilation. The air induction system shall be installed in accordance with any applicable codes and the manufacturer's recommendation for air openings to the enclosure.
- (4) **Accessibility.** The air blower shall be accessible for inspection and service.
- (5) **Air Passages.** Integral air passages shall be pressure tested at the time of manufacture to provide structural integrity to a value of one and one-half times the intended working pressure.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.15 Water Supply and Wastewater Disposal.**

- (1) The water supply for public pools and spas, showers, lavatories, drinking fountains and any other uses in conjunction with the public pool shall be from an approved and potable source and shall be approved by the local health authority before use. Water in the pool shall meet the requirements of DPH Rule 511-3-5-.17 before the pool may be used by bathers.
- (2) No direct mechanical connection shall be made between the potable water supply and the swimming pool, chlorinating equipment, or the system of piping for the pool, unless it is protected against backflow and back-siphonage through an air gap meeting the latest ANSI/ASME standard A112.1.2 and the International Plumbing Code or other equivalent means approved by the health authority.

*Rule .15*

(3) An over-the-rim spout, if used, shall be located under a diving board, adjacent to a ladder or otherwise properly shielded so as not to create a hazard. Its open end shall have no sharp edges and shall not protrude more than two inches beyond the edge of the pool. The open end shall be separated from the water by an air gap of at least one and one-half pipe diameters measured from the pipe outlet to the rim.

(4) Backwash water may be discharged into a sanitary sewer through an approved air gap or into an approved subsurface disposal system or by other means approved by the health authority.

(5) Backwash water shall not be returned to the public swimming pool, equipment reservoir or surge tank. Use of backwash water for other purposes must meet state or local law or ordinances.

(6) Where necessary, filter backwash water shall be diverted to a settling tank to eliminate diatomaceous earth and contaminants in the water that exceed the limits set by the state or local water authority.

(7) If required by the water authority, pool water may require neutralizing before being completely drained into a sanitary sewer.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.16 Disinfectant Equipment and Chemical Feeders.**

(1) Disinfectant equipment and chemical feeders, such as flow-through chemical feeders, electrolytic chemical generators, mechanical chemical feeders, chemical feed pumps, and automated controllers shall comply with the requirements of NSF Standard 50.

(2) The disinfection equipment shall be capable of precisely delivering a sufficient quantity of a registered disinfecting agent in the appropriate amount as outlined in (3) in

*Rule .16(2)*

this section and maintain the residual concentrations in DPH Rule 511-3-5-.17 of this Chapter.

(a) Every pool and spa shall be required to have at least one unit of disinfectant agent equipment that introduces the agent through the circulation system in compliance with this rule

1. Additional units may be required to maintain chemical and physical parameters of the pool water for new construction or an existing facility, if deemed necessary by the health authority or as required in DPH Rule 511-3-5-.16(2)(3).

2. Increased risk public pools constructed or remodeled after the adoption of this chapter shall deliver, monitor and control disinfectant and pH chemical feeders through an automated chemical controller.

3. Increased risk public pools constructed after the adoption of this chapter shall be required to use an NSF Standard 50 approved supplemental disinfection treatment system such as ozone or ultraviolet light (UV).

(b) The pool or spa water shall be continuously disinfected by a disinfecting agent that imparts an easily measured residual. The disinfecting agent used shall be subject to field testing procedures that are simple and accurate.

(c) Gaseous chlorine, chlorine compounds, bromine compounds or other bactericidal agents shall be acceptable when meeting the disinfectant level parameters outlined in DPH Rule 511-3-5-.17 of this Chapter. Other disinfectant agents not outlined in DPH Rule 511-3-5-.17 may be used if,

1. The owner/operator provides test results to the health authority that show the agent to be an adequate disinfectant for swimming pool and spa use, and

2. A test kit for these other agents is supplied to the health authority by the manufacturer or the pool owner.

*Rule .16(2)*

(d) All disinfectant agents shall be registered by the U.S. Environmental Protection Agency.

(e) Where water is drawn from the pool to supply water to aquatic features the water may be reused prior to filtration if;

1. The disinfectant and pH levels of the supply water are maintained at required levels and the ratio of interactive play feature, slide, or other apparatus unfiltered water to filtered water circulated in the reservoir or pool shall be no more than 3:1 in order to maintain the efficiency of the filtration system, or

2. The apparatus or device shall use only water that has been filtered and disinfected immediately prior to being discharged into the pool. This includes, but is not limited to, slides, fountains, water wheels, "mushrooms", and squirt guns.

(f) Any water discharged into the pool water shall at least the same level of disinfection that is required for the type of pool that the device is in as listed in DPH Rule 511-3-5-.17.

(3) **Chemical Feeders.** The installation and use of chemical feeders shall conform to the following standards:

(a) Chemical feeders must be installed downstream from the filter and heater.

(b) If the chemical feeder is equipped with its own pump, it shall be installed so it introduces the gas or solution downstream from the heater and, if possible, at a position lower than the heater outlet fitting.

(c) Chemical feed pumps and controllers shall be wired so they cannot operate unless the filter pump is running. If the chlorinator has an independent timer, the filter and chemical feed pump timers shall be interlocked.

(d) All chlorine dosing and generating equipment including erosion feeders, or in line electrolytic and brine/batch generators, shall be designed with the capacity to provide an

*Rule .16(3)(d)*

adequate dose of disinfectant based on the class, use, load, and setting. The system shall be designed with a capacity to provide the following:

1. Outdoor pools design capacity shall be four pounds of free available chlorine/day/10,000 gallons of pool water;
2. Indoor pools design capacity shall be two and one-half pounds free available chlorine/day/10,000 gallons of pool water.

(e) The rates above are minimums and in all cases the professional engineer or manufacturer shall validate the feed and production equipment specified. Stabilized levels must be able to meet the chapter.

(f) A physical barrier shall be installed between chemical feed pumps supplying acid or liquid hypochlorite solution and other pool components to shield staff and equipment from chemical sprays which might result from leaking connections.

(g) Feeders shall be capable of supplying disinfectant and pH control chemicals, if applicable, to maintain the minimum required disinfection levels at all times in accordance with the chapter.

(h) The injection point of disinfection chemicals shall be located before any pH control chemical injection point with sufficient physical separation of the injection points to reduce the likelihood of mixing of these chemicals in the piping during periods of interruption of recirculation system flow.

(i) The professional engineer shall validate the feed and production equipment specified. Disinfectant levels must meet the requirements of the chapter.

(j) In-line generators shall be permitted on pools using the following requirements:

1. In-line generators shall use pool-grade salt dosed into the water to produce and introduce chlorine into the pool treatment loop through an electrolytic chamber.

*Rule .16(3)(j)*

2. Electrolytic generators shall have a total dissolved solid (TDS) or salt (NaCl) readout and a low salt indicator.
3. The feed rate shall be adjustable from zero to full range.
4. The generator unit shall be listed and labeled to NSF Standard 50 and UL 1081 for electrical/fire/shock safety by an ANSI-accredited certification organization.
5. The generator shall be interlocked and installed according to the manufacturer's instructions.
6. The saline content of the pool water shall be maintained in the required range.
7. Brine batch generators shall produce chlorine through an electrolytic cell and produces chlorine from brines composed of pool-grade salt.
8. In line generator equipment shall have an EPA facility registration number.
9. An in line generator maybe supplemented with other systems to meet the dosing requirements in subsection (3) (d) above.

*(k) Feeders for pH adjustment shall comply with the following:*

1. Chemicals for pH adjustment shall include but not be limited to muriatic (hydrochloric) acid, sodium bisulfate, carbon dioxide, sulfuric acid, sodium bicarbonate, and soda ash.
2. A pH adjustment feeders shall be adjustable from zero to full range.
3. Reservoirs shall be clearly marked and labeled with contents.

*(l) Automated controllers shall be installed for monitoring and turning on or off chemical feeders used for pH and disinfectant control in facilities referenced in DPH Rule 511-3-5-.16(2)(a)2.**(m) Operation manuals or other instructions that give clear directions for cleaning and calibrating automated controller probes and sensors shall be provided for the automated controller.*

Rule .16(3)

(n) Where used, ultraviolet light (UV) systems shall be installed in the recirculation system after the filters;

1. A bypass pipe that is valved on both ends shall be installed to allow maintenance on the UV unit while the pool is in operation.
2. UV system operation shall be interlocked with the recirculation pump so that power to the UV system is interrupted when there is no water flow to the UV unit.

(4) **Gas Feed Systems.** Carbon dioxide and ozone are the only gas feed systems permitted at a new public pool. Where CO<sub>2</sub> cylinders are located indoors, a monitor and alarm shall be provided to alert patrons/operator of high CO<sub>2</sub> or low O<sub>2</sub> levels.

(5) **Elemental (Gaseous) Chlorine.** Chlorine in the gaseous form may not be used as a disinfectant in pools constructed after **the effective date of this ordinance**. Facilities that currently use gas chlorine systems may continue to use them if they follow subsections (a)-(p) below.

(a) Users of gas chlorine must be trained on the proper procedures for handling chlorine and the appropriate emergency procedures.

(b) Gas chlorination equipment shall be located so that equipment failure or malfunction will have minimal effect on evacuation of pool patrons in an emergency.

(c) Gas chlorine feeders (chlorinators) shall be activated by a booster pump using recirculated water supplies via the recirculation system. The booster pump shall be interlocked to the filter pump to prevent feeding of chlorine when the recirculation pump is not running.

(d) The chlorinator, cylinders of chlorine, and associated equipment shall be housed in a reasonably gas-tight and corrosion-resisting housing having a floor area adequate for the purpose. Cylinders shall always be stored in an upright position and properly secured so they cannot tip over if bumped.



*Rule .16(5)*

(e) All enclosures shall be located at or above ground level. The enclosure shall be provided with a motor-driven exhaust fan capable of producing at least one air change per minute. This fan must be located at the lower part of the enclosure and there must be louvers of good design near the top of the enclosure for admitting fresh air. A warning sign stating "Chlorine Gas" shall be posted on doors. Doors to the chlorine room shall open away from the pool and be equipped with a viewing window located so that the chlorinator and the inside of the enclosure can be clearly seen prior to entering.

(f) Electrical switches for the control of artificial lighting and ventilation systems shall be on the outside of the enclosure adjacent to the door.

(g) Facilities shall include a scale suitable for weighing the cylinders.

(h) Connections from the cylinders to the system depend on the type of chlorinator to be used and shall comply with the chlorinator manufacturer's recommendation.

(i) An automatic chlorine leak detector and alarm shall be installed in the chlorinator room.

(j) Respirators approved by the National Institute for Occupational Safety and Health (NIOSH) shall be provided for protection against chlorine. Occupational Safety and Health Administration (OSHA) regulations require training and maintenance programs for respirators.

(k) Containers may be stored indoors or outdoors. Full and empty cylinders shall be segregated and appropriately tagged. Storage conditions shall:

1. minimize external corrosion;
2. be clean and free of trash;
3. be located away from an elevator or ventilation system; and
4. be located away from elevated temperatures or heat sources.

*Rule .16(5)*

(l) A specific person shall be made responsible for chlorination operations and shall be trained in the performance of routine operations including emergency procedures and leak control procedures, and maintain current documentation of their training in proper respirator use.

(m) Chlorine cylinders must be handled with care. Valve protection caps and valve outlet caps shall be in place at all times except when the cylinder is connected for use. Cylinders must not be dropped and shall be protected from falling objects. Cylinders shall be used on a first-in, first-out basis. New, approved washers shall be used each time a cylinder is connected.

(n) A safety wall chart shall be posted in or near the chlorine enclosure and a second chart shall be posted in the pool office near the telephone. The telephone number of the chlorine supplier shall be shown on this chart.

(o) Pool personnel shall be informed about leak control procedures.

(p) As soon as a container is empty, the valve shall be closed and the lines disconnected. The outlet cap shall be applied promptly and the valve protection hood attached. The open end of the disconnected line shall be plugged or capped promptly to keep atmospheric moisture out of the system.

(6) **Training.** Personnel responsible for the operation of the disinfection agent equipment shall be properly trained in the operation of that equipment and the procedure for performing and interpreting the necessary chemical field tests and the appropriate emergency procedures.

(7) **Test Kits.** Every pool shall be supplied with an accurate and reliable water quality testing device capable of measuring any agent that is introduced into the water of the pool.

*Rule .16(7)*

- (a) Digital water quality testing devices shall be listed and labeled to NSF 50 or approved by the health authority.
- (b) All test kits should include methods for the determination of pH, free available chlorine (FAC), total available chlorine (TAC) if chlorine is used, bromine or other chemical disinfectant residuals, cyanuric acid (if used), total alkalinity, calcium hardness, and copper and silver (if a copper or copper/silver ionization unit has been installed).
- (c) The local health authority shall be given, upon request, a field testing kit for any agents introduced into the water supply. If a field testing kit is not available, the agent cannot be introduced until standards for testing have been established by, and written approval has been obtained from, the health authority.
- (d) The Orthotolidine test (OTO) is unacceptable since it cannot distinguish FAC and TAC.
- (e) The test kit shall be stored in accordance with manufacturer's instructions. Chemical agents shall be maintained at proper manufacturer specified temperatures.
- (f) A test kit that requires calibration shall be calibrated in accordance with the manufacturer's instructions.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.17 Chemical Operational Parameters.**

The chemical operational parameters in swimming pool or spa water shall not exceed the maximum level or be lower than the minimum level given in the following parameters. Where no minimum or maximum is given, additional information is within this Chapter to assist the pool operator.

## Rule.17

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
<b>(1) Disinfectant Levels</b>  (a) Free chlorine, ppm in pools not using cyanuric acid or a stabilized chlorine compound use (b), 1.-5.				
(b) All public pools except as listed below:	1.0	1.0-3.0	10.0	In a pool, hot weather/heavy use may require operation at or near maximum levels. Regular superchlorination is recommended  (see Remedial Practices below).
1. Spas	3.0	3.0-5.0	10.0	
2. Activity/interactive/ Wading Pools	2.0	2.0-5.0	10.0	
3. Interactive Water Play Pool(Spray Pad)	2.0	2.0-5.0	10.0	
4. Wading Pools	2.0	2.0-5.0	10.0	
5. Water Attraction Pump Reservoirs	2.0	2.0-5.0	10.0	
(c) Free Chlorine level in pools using cyanuric acid or a stabilized chlorine product	2.0	2.0-5.0	10.0	
Combined chlorine, ppm	None	None	0.4	High combined chlorine results in chloramine formation and reduced chemical efficacy. Take remedial action to establish break point chlorination (See Remedial Practices below). Other signs of combined chlorine: - Sharp chlorine odor - Eye irritation -Algae

				growth
	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
Bromine, ppm	Pool 3.0 Spa 4.0	Pool 3.0-5.0 Spa 4.0-6.0	Pool 8.0 Spa 8.0	
<b>(2) Chemical Values</b>				
pH	7.2	7.4-7.6	7.8	<b>If pH is:</b> Too High: <ul style="list-style-type: none"> <li>– Low chlorine efficiency</li> <li>– Scale formation</li> <li>– Cloudy Water</li> </ul> Too Low: <ul style="list-style-type: none"> <li>– Rapid dissipation of disinfectant</li> <li>– Eye discomfort</li> <li>– Plaster and concrete etching</li> <li>– Corrosion of metals and vinyl liner damage</li> </ul>
Alkalinity (buffering), ppm as CaCO <sub>3</sub>	60 ppm	80-100 for halogen compounds with a high pH 100-120 for halogen compounds with a low pH	180	<b>If total alkalinity:</b> Too Low: <ul style="list-style-type: none"> <li>– pH bounce</li> <li>– corrosion tendency</li> </ul> Too High: <ul style="list-style-type: none"> <li>– Cloudy water</li> <li>– Increased scaling potential</li> <li>– pH tends to be too high</li> </ul>

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
Total dissolved solids (TDS), ppm				<p>These values are offered as guidelines rather than absolute values to indicate concern for accumulation of impurities in the course of operation. Excessive high TDS may lead to hazy water or corrosion of fixtures, and can be reduced by partial draining with addition of fresh water.</p> <p>High initial TDS may indicate poor water quality due to corrosive mineral salts, humus or organic matter. Consult local water authority.</p> <p>Increasing TDS indicates build-up of impurities to be controlled by partial drain/refill with fresh water.</p>
Calcium hardness, ppm, as $\text{CaCO}_3$	150	200-400 to balance water	1000	<p>Operations of pools, spas and hot tubs at maximum hardness will depend on alkalinity (buffering) requirements of the disinfectant used. Maximum alkalinity and lower pH must be used with maximum hardness (over 500 ppm)</p>

<b>(2) Chemical Values (con't)</b>				
Heavy metals, ppm	None	None		<p>If heavy metals, such as copper, iron, manganese, silver are present:</p> <ul style="list-style-type: none"> <li>-Staining may occur</li> <li>-Water may discolor</li> <li>-Chlorine dissipates rapidly</li> <li>-Filter may plug</li> <li>-May indicate pH too low or corrosion.</li> </ul>
<b>(3) Biological Values</b>				
Algae	None	None	None	<p>If algae are observed:</p> <ul style="list-style-type: none"> <li>-Shock treat pool (See Remedial Practices, Shock treatment)</li> <li>-Supplement with brushing and vacuuming.</li> <li>-Use approved algaecide according to label directions (See Remedial Practices below)</li> </ul>

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
Bacteria	None	Recognized Water quality Standard		If bacteria count exceeds maximum allowed: -Superchlorinate and follow proper maintenance procedures -Maintain proper disinfectant residual.
<b>(4) Stabilizer (if used)</b>				
Cyanuric acid, ppm	-	30-50	90	<p><b>If stabilizer is:</b></p> <p>Too High:</p> <ul style="list-style-type: none"> <li>– May reduce chlorine efficacy</li> </ul> <p>Too Low:</p> <ul style="list-style-type: none"> <li>– Chlorine Residual rapidly destroyed by sunlight</li> </ul> <p>Note: Stabilizer is not needed in indoor or brominated pools and spas.</p>



	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
<b>(5) Remedial Practices</b>				
<p>Break point chlorination dosage in ppm.</p> <p>Superchlorination</p>				<p>When combined chlorine is over 0.4 ppm, superchlorinate by adding ten times the combined chlorine in ppm and subtract the current disinfectant level. (e.g. combined chlorine is 0.5 ppm, superchlorinate by adding 4 ppm. (5 ppm -1 ppm current chlorine level = 4 ppm)</p> <p>Applied at the end of daily usage, hold this level for 1-4 hours to clarify the water, remove ammonia (combined chlorine), and to kill any algae present.</p> <p>Can also be applied when no bathers are present and as required to maintain clear water and the required halogen residual.</p>
Superchlorination frequency	Pool- monthly	<p>Pool- Every other week</p> <p>Spa- Daily</p>	Pool- Weekly when the temperature is over 85 °F	Note: Some high use pools may need superchlorination three times a week or more as a preventative measure or when combined chlorine is over 0.4

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
Shock treatment, dosage in ppm	10.0	-----	-----	Nonchlorine oxidizers are not considered biocidal, but may reduce organic contaminants.
Clarifying/Flocculating frequency	-----	When needed	-----	Use all clarifiers following manufacturer's directions.
Algaecides				Follow manufacturer's directions. Use E.P.A. registered products.
Water replacement				Water in spas that have high bather use may require partial or complete replacement of water periodically to dilute dissolved solids, to maintain water clarity and to do necessary routine maintenance.

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
Foam	None	None	None	Foam may harbor persistent microorganisms. If foaming is not adequately controlled, consider daily shock treatment, water replacement or an appropriate antifoam agent. Follow manufacturer's directions.
(6) Temperature °F	--	78 -82 °F or Bather preference	104 °F	<p><b>If temperature is:</b></p> <p>Too High:</p> <ul style="list-style-type: none"> <li>– Health hazard</li> <li>– Bather discomfort</li> <li>– Excessive fuel requirement</li> <li>– Increased evaporation</li> <li>– Increased scaling potential</li> <li>– Increased use of disinfectants</li> <li>– Increase potential for corrosion</li> </ul> <p>Too Low:</p> <ul style="list-style-type: none"> <li>– Bather discomfort</li> <li>– Increase chance of hyperthermia</li> </ul>

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
<b>(7) Water Clarity</b>				
Water turbidity	Must be able to see main drain covers or marker tile on the bottom of the deepest portion of the pool.	--	--	<b>If water is turbid:</b> <ul style="list-style-type: none"> <li>– Disinfectant level may be low</li> <li>– Filtration system may be inoperative</li> <li>– Improper chemical balance</li> <li>– Bottom should be clearly visible at the deepest part of the pool or spa.</li> <li>– Consult remedial practices</li> </ul>

	<u>Minimum</u>	<u>Ideal</u>	<u>Maximum</u>	<u>Comments</u>
<b>(8) Oxidizers</b>				
Ozone, low output generators	--	--	0.1	Serves as oxidizer of water contaminants.
Contact concentration mg/L when ozone is injected and not removed prior to entry into pool.	0	0	0.05	Indoor installations should have adequate ventilation.
Above pool and spa levels				
<b>(9) Oxidizer Reduction Potential</b>				
ORP	750 MV	--	--	When chlorine or bromine is used as the primary disinfectant, ORP can be used as a supplemental measurement of proper disinfectant activity. The use of ORP testing does not eliminate or supersede the need for testing the disinfectant level with standard test kits and ORP reading may be affected by a number of factors including (1) pH, (2) probe film and (3) cyanuric acid. Follow manufacturer's recommendations.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.18 Specific Safety Features and Markers.**

(1) **Handholds.** A public pool shall have a suitable handhold around its perimeter in areas where the depth exceeds three feet six inches. Handholds shall be provided no more than four feet apart and shall consist of any one or a combination of the items listed below:

(a) Coping, ledge or deck along the immediate top edge of the pool which provides a slip-resisting surface of at least four inches minimum horizontal width and located at or not more than twelve inches above the waterline; or

(b) Ladders, stairs or seat ledges; or

(c) A railing placed at or not more than twelve inches above the waterline.

(2) **Rope and Float Line.** A rope and float line shall be provided within one foot of and on the shallow side of the break in grade between the shallow and deep portions of the swimming pool, with its position marked with visible floats at intervals of seven feet or less.

(a) The rope and float line shall be securely fastened to wall anchors of corrosion-resisting materials and of the type which shall be recessed or have no projection that will constitute a hazard when the line is removed.

(b) The line shall be of sufficient size and strength to offer a good handhold and support loads normally imposed by users.

(c) The operator may remove the float line when the pool is used for lap swimming or swim meets. The line must be reattached immediately after completion of the event.

(3) **Depth Markers for Swimming Pools.** Depth of water in feet and inches shall be plainly and conspicuously marked at or above the waterline on the vertical pool wall and on the top of the coping or edge of the deck or walk next to the pool. The word or

abbreviation for “feet” and “inches” must be specified. Where displayed in meters in addition to feet and inches, the word meter shall be spelled out.

*Rule .18(3)*

(a) Depth markers on the vertical pool wall shall be positioned to be read from the water side. The marker shall be placed to allow as much of the number to be visible above the waterline as possible.

(b) Depth markers on the deck shall be within eighteen inches of the water edge and positioned to be read while standing on the deck facing the water.

(c) Depth markers shall be slip-resistant.

(d) Depth markers shall be installed at the maximum and minimum water depths and at all points of slope change.

(e) Depth markers shall be installed at intermediate increments of water depth of two feet or less, and shall be spaced at intervals of twenty-five feet or less.

(f) Depth markers shall be arranged uniformly on both sides and both ends of the pool.

(g) Depth markers on irregularly shaped pools shall designate depths at all major deviations in shape.

(h) Depth markers number and letters shall be tile and four inches minimum in height. Numbers shall be of contrasting color to the background on which they are applied.

(i) Depth markers shall indicate the actual pool depth within plus or minus three inches, at normal operating level when measured three feet from the pool wall or at the tangent point where the cove radius meets the floor, whichever is deeper.

(j) Interactive water play pools shall not be required to have depth markings or “No Diving” signage.

(4) **Depth Markers for Spas.** Public spas shall have permanent depth markers with numbers and letters a minimum of four inches high plainly and conspicuously visible from all obvious points of entry and in conformance with subsections (a) thru (f) below:

(a) There shall be a minimum of two depth markers per spa, regardless of spa size or shape.

*Rule .18(4)*

(b) Depth markers shall be spaced no more than twenty-five feet apart and shall be uniformly located around the perimeter of the spa.

(c) Depth markers shall be positioned on the deck within eighteen inches of the water line.

(d) Depth markers shall be positioned to be read while standing on the deck facing the water.

(e) Depth markers in or on the deck surfaces shall be slip-resisting.

(5) **Clock.** All public facilities shall have a functioning clock which is visible to spa users.

(6) **Water Temperature.** The maximum temperature in a spa shall not exceed 104°F (40°C).

(a) The spa operator shall be provided with an accurate thermometer ( $\pm 1^\circ\text{F}$  tolerance) and shall periodically check to ensure that the maximum temperature does not exceed 104°F.

(b) A means to determine the spa temperature with a  $\pm 1^\circ\text{F}$  tolerance shall be provided to the user.

(7) **Water Agitation.** The agitation system on spas constructed after **the effective date of this ordinance** shall be connected to a minute timer that does not exceed fifteen minutes and shall be located out of reach of a bather in the spa.

(8) **Emergency shutoff switch.** A clearly labeled emergency shutoff switch shall be provided for all pools and spas constructed or remodeled after the adoption of this chapter. The emergency shutoff or control switch shall stop the motors that provide power to the circulation system and hydrotherapy or agitation system pump. The



emergency shutoff switch installation shall be installed in accordance with the applicable electrical code.

*Rule .18*

(9) **Lifeguards.** All owners, managers, or lifeguards, if provided, shall be responsible for the supervision and safety of the pool, spa, or recreational water park. If lifeguards and safety assistants are provided, then they must hold current, nationally recognized certifications in lifeguarding and a designated title commensurate to the assigned duties. Adult/child/infant CPR and First Aid certifications also must be current. The certificates, or photocopies thereof, shall be maintained at the facility and be available to the local health authority for inspection.

(10) **Lifesaving Equipment.** All public swimming pools shall have lifesaving equipment conspicuously and conveniently on hand at all times. Lifesaving equipment for special purpose pools may be exempted from this requirement or the requirements will be provided as deemed necessary by Health Authority. The following will be provided:

- (a) A light, strong pole not less than twelve feet long including body hook.
- (b) A minimum one-fourth inch diameter throwing rope one and one-half times the maximum width of the pool or fifty feet in length, whichever is less, to which has been firmly attached a ring buoy with an outside diameter of approximately fifteen inches or a similar flotation device which is U.S. Coast Guard approved.
- (c) An operable, hard-wired, conventional telephone line or continuous powered source, weatherproof emergency phone shall be permanently installed in a conspicuous location within the pool enclosure and must be readily available to bathers at all times. The emergency phone shall be capable of connecting to 911 and electronically transferring an automatic number identification and automatic locator identification of the pool emergency phone to the public safety answering point, if available. A 911 sign or the

names and phone numbers of the nearest available police, fire, ambulance service or rescue unit shall be posted nearby.

*Rule .18*

(11) **Barriers.** All outdoor swimming pools and spas shall be enclosed by a barrier to prevent entry to the pool area when the pool is closed.

(a) The top of the barrier shall be at least forty eight inches above grade measured on the side of the barrier which faces away from the swimming pool.

1. The maximum vertical clearance between a solid surface and the bottom of the barrier shall be four inches measured on the side of the barrier which faces away from the swimming pool.

2. For non-solid surfaces, the vertical clearance between the bottom of the barrier and the grade shall not exceed two inches for a barrier constructed after adoption of the chapter.

3. Where the top of the pool structure is above grade, the barrier may be at ground level, such as the pool structure.

4. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be four inches.

(b) Openings in the barrier shall not allow passage of a four inch diameter sphere.

(c) Solid barriers which do not have openings such as a masonry or stone wall, shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.

(d) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than forty-five inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between

vertical members shall not exceed one and three-fourth inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three-fourth inches in width.

*Rule .18(11)*

(e) Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is forty-five inches or more, spacing between vertical members shall not exceed four inches. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed one and three-fourth inches in width.

(f) Maximum size for chain link fences shall be one and three-fourth inches unless the fence is provided with slats fastened at the top or the bottom which reduce the openings to no more than one and three-fourth inches.

(g) Where the barrier is composed of diagonal members, such as a lattice fence, the maximum opening formed by the diagonal members shall be no more than one and three-fourth inches.

(h) Access gates shall also comply with the requirements of this Rule and shall be equipped to accommodate a locking device. Barrier gates shall open away from the pool in facilities constructed after adoption of this chapter. Pedestrian access gates shall be self-closing and have a self-latching device. Gates other than pedestrian access gates shall have a self-latching device. Where the release mechanism of the self-latching device is located less than fifty-four inches from the bottom of the gate,

1. The release mechanism shall be located on the pool side of the gate at least three inches below the top of the gate and
2. Any openings in the gate or barrier located within eighteen inches of the release mechanism shall be less than one-half inch.

3. Mechanisms controlled by an access card reader, key entry device or keypad shall be located on the outside of the access gate.

(i) There shall not be direct access from any dwelling into the pool enclosure. For indoor pools, other means of protection, such as self-closing doors with self-latching devices,

*Rule .18(11)(i)*

keypads, card readers or key entry devices which are approved by the appropriate administrative authority, shall be accepted so long as the degree of protection afforded is not less than the protection of an outdoor facility.

(j) Barriers shall be located so as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers. There shall be a clear zone of not less than thirty-six inches around the exterior of the barrier.

(k) A spa with a safety cover that complies with ASTM F1346, "Performance Specification for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs" shall be exempt from the provisions of this section.

Swimming pools with safety covers shall not be exempt from the provisions of this rule.

(l) Windows on a building that form part of a barrier around a pool shall have a maximum opening width not to exceed four inches. If designed to be opened, windows shall also be provided with a non-removable screen.

(m) For a passage through a wall separating the indoor portion of a pool from an outdoor portion of the same pool, the overhead clearance of the passage to the pool floor shall be at least six feet eight inches to any solid structure overhead.

**(12) Warning Signs for Swimming Pools.** Signs shall be provided as follows:

(a) The words "No Diving" and the universal international symbol for "NO DIVING" shall be permanently visible at the edge of the deck for water five feet in depth or less, placed only on the deck beside the depth markers, and shall conform to that outlined for depth markers in subsections (3)(a) thru (h) above.

(b) Where no lifeguard is on duty, a sign or signs shall be placed in clear view at or near the entrance to the pool and shall state in clearly legible letters at least four inches high "WARNING - NO LIFE GUARD ON DUTY and RISK OF DROWNING - SUPERVISE CHILDREN CLOSELY".

*Rule. 18(12)*

(c) The same sign in subsection (b) above or an additional sign will state under the heading "Pool Risks" the following items in clearly legible letters at least one inch high:

1. Shower before entering the water.
2. Children shall not use pool without an adult in attendance.
3. Adults should not swim alone.
4. All children three years old and younger and any child not potty-trained must wear snug fitting plastic pants or a water resistant swim diaper.
5. Do not swim if the suction outlets are missing, broken, or not clearly visible from the deck.
6. No glass articles allowed in or around pool.
7. Do not swallow the pool water.
8. Do not dive unless diving area is clear of other bathers.
9. Do not swim if you had diarrhea within the past two weeks.
10. No animals are allowed in the pool or pool enclosure, except service animals are allowed on the deck.

(13) **Warning Signs for Spas.** Signs shall be provided as follows:

(a) Signage which states safety, emergency and operational aspects of the spa, shall be prominently located near the spa.

(b) Warning signs for spas shall be in clear view of the spa and prominently displayed.

Signs shall state the spa's address, the location of the nearest telephone with references that emergency telephone numbers are posted at the location. These emergency

telephone numbers should include the name and phone number of the nearest available police, fire or ambulance service, and "911" if available. Signs shall include, but not be limited to the following messages:

*Rule .18(13)(b)*

1. Risk of Fetus Damage. Hot water exposure limitations vary from person to person. Pregnant women and small children should not use spa without medical approval.
2. Risk of Drowning. Other persons suffering from heart disease, diabetes, high or low blood pressure, and other health problems should not enter the spa without medical approval.
3. Risk of Drowning. Do not use the spa while under the influence of alcohol, narcotics, or drugs that cause sleepiness and drowsiness or raise/lower blood pressure.
4. Risk of Drowning. Use caution when bathing alone. Overexposure to hot water may cause nausea, dizziness, and fainting. Lower water temperatures are recommended for young children and for extended use (more than 10-15 minutes).
5. Risk of Drowning. Do not use or operate spa if the suction fitting is missing, broken, or loose.
6. Risk of Child Drowning. Unsupervised use by children is prohibited. Children under five shall not use the spa.
7. Risk of Injury. Check spa temperature before entering. The spa temperature should not exceed 104°F.
8. Risk of Injury. Enter and exit slowly.
9. Risk of Injury. Keep all glass and breakable objects out of the spa area.
10. Risk of Shock. Never place electrical appliances (telephone, radio, or televisions) within five feet of the spa.

(c) A sign shall be posted stating the hours of operation in clear view near the entrance and shall state the theoretical peak occupancy.

(14) In all swimming pools built prior to **the effective date of this ordinance** which have floor slopes greater than that allowed in this chapter or which have other construction variances to this chapter, the health authority may require a warning sign stating the possible hazard to be posted in public view.

(15) **Obstructions and Entrapment Avoidance.** There shall be no obstructions that might injure or entrap a user. Types of entrapment include, but are not limited to, wedge or pinch-type openings and rigid cantilevered protrusions.

(16) At least one drinking fountain shall be provided and available to users at the pool site.

(17) A minimum of one rinse shower shall be provided on the pool deck of all public pools and spas. Water used for rinse showers may be at ambient temperature.

(18) Class C multi-family residential housing pools are exempt from the requirements of (16) and (17) of the rule, if the facility is only open to residents and their guests.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

#### **511-3-5-.19 Dressing Facilities and Sanitary Facilities.**

(1) **Dressing Facilities.** Adequate dressing facilities for pools, spas and recreational water parks shall be provided adjacent to the pool unless adequate dressing facilities are provided elsewhere on the general premises in close proximity to the pool.

(a) Handicapped accessible dressing and sanitary facilities shall meet all state and local requirements, and may be included as part of the required total number of water closets, shower heads, and lavatories. Dressing rooms may be combined with sanitary facilities, so long as all other requirements of this Rule are met.

(b) Dressing facilities, when provided, shall have separations for each sex with no interconnection. The rooms shall be well-lighted, drained, ventilated, and of good construction with impervious materials. They shall be developed and planned so that good sanitation can be maintained throughout the building at all times.

*Rule .19)(1)*

(c) Partitions between portions of the dressing room area, screen partitions, shower, toilet and dressing room booths shall be of durable material not subject to damage by water and shall be designed so that a waterway is provided between partitions and floor to permit thorough cleaning of the walls and floor areas with hoses and brooms.

(d) There shall be at least one shower for each sex for facilities less than 4000 square feet of water surface area. One additional shower head for each sex shall be added for each additional 4000 square feet of water surface area or fraction thereof. These showers, when provided, may be used in place of the deck showers. However, the use of deck showers may not be substituted for dressing facility showers.

(e) Hot and cold water under pressure shall be provided in dressing facility showers.

(f) Floors of the dressing facility shall be free of joints or openings and shall be continuous throughout the areas. Floors shall have a slip-resistant surface that shall be relatively smooth to insure thorough cleaning. Floor drains shall be provided and floors shall be sloped not less than one-fourth inch per foot toward the drains to insure positive drainage.

(g) An adequate number of three-fourths inch hose bibs shall be provided for flushing down the dressing facility interior.

(2) **Sanitary Facilities.** Lavatories and toilets shall be provided for all public pools and spas and shall be located no more than 300 feet from the entrance; provided, however, that an increased risk pool shall have sanitary facilities no more than 200 feet from the entrance.



(a) The minimum criteria for lavatories and toilets for public pools shall be based upon the theoretical peak occupancy as established. The occupancy is divided evenly, fifty percent female and fifty percent male for these determinations.

*Rule .19(2)*

(b) All public pools shall provide one water closet, one lavatory and one urinal for the first fifty male users. One additional water closet, lavatory and urinal shall be provided for each additional one hundred fifty male users or fraction thereof.

(c) All public pools shall provide two water closets and two lavatories for the first fifty female users. One additional water closet and lavatory shall be provided for each additional one hundred female users or fraction thereof.

(d) All spas shall provide at least one water closet and lavatory for each sex.

(e) Soap dispensers for providing either liquid or powdered soap shall be provided at each lavatory. The dispenser shall be of all metal or plastic. No glass shall be permitted in these units.

(f) At least one paper towel dispenser or hand blow dryer shall be provided for every three lavatories.

(g) An unbreakable mirror may be provided over each lavatory.

(h) Toilet paper holders shall be provided at each water closet.

(i) Soap, paper towels, and toilet tissue shall be provided in all dispensers.

(j) Fixtures shall be installed in accordance with local plumbing codes and shall be properly protected against back-siphonage.

(k) Fixtures shall be designed so that they may be readily and frequently cleaned and disinfected without damage.

(l) At least one trash receptacle will be available in toilet areas.

(m) Facilities shall provide a minimum of one diaper changing station in the male and female bathroom or dressing area.

(n) Sanitary facility fixtures and dressing area fixtures and furniture shall be cleaned and sanitized with an EPA-approved product and as needed to provide a clean and sanitary environment.

*Rule .19(2)*

(o) If a bodily fluid such as feces, vomit, or blood has contaminated a surface, facility staff shall limit access to the affected area until the following remediation procedures or department approved process has been completed;

1. Before disinfection, all visible contaminant shall be cleaned and removed with disposable cleaning products effective with regard to type of contaminant present, type of surface to be cleaned, and the location with the facility.

2. Contaminated surfaces shall be disinfected with one of the following:

(i) A 5,000 mg/l bleach disinfection solution, such as a 1:10 dilution of fresh household bleach with water; or

(ii) An equivalent disinfectant that has been approved by the U.S. EPA for bodily fluids disinfection.

3. The disinfectant shall be left on the affected area for a minimum of twenty minutes or as otherwise indicated on the disinfectant label directions.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.20 Recreational Water Parks and Special Purpose Pools.** The rule provides specifications for the design and operation of special purpose pools, such as amusement rides and water slides, whether used in recreational water parks or aquatic facilities as a standalone attraction or in combination with other attractions or pools. The design of special purpose pools shall comply with the specifications in this Rule and

other applicable rules in this Chapter. This Rule describes several types of special purpose pools, but it is not intended to be an exhaustive list of such pools.

**(1) Deviation from requirements.**

(a) A special purpose pool may deviate from the requirements of this Chapter if and to the extent:

*Rule .20(1)(a)*

1. A variance from this regulation is obtained from the Department to accommodate the design and use of the special purpose pool; or
2. The design and construction of the attraction meet sound engineering practice and present no health or safety hazard; and
3. The facility provides appropriate supervision onsite during hours of operation.

(b) If combined pool types are approved within a recreational water park or aquatic facility, each pool must comply with the applicable chapter provisions as if the pool functioned independently.

(c) The designing engineer and manufacturer, if applicable, must verify that the device or design meets the applicable American Society for Testing and Materials standard or Consumer Product Safety Commission regulation.

**(2) Interactive Water Play Pool.**

(a) The water supply for an interactive water play pool must, at all times, meet the requirements relating to water quality set forth in DPH Rule 511-3-5-.17.

(b) The interactive water play pool must be equipped, at its lowest point, with an unvalved drain of sufficient capacity and design to prevent the accumulation of water in the pool. Any direct suction outlets shall be prohibited.

(c) If an interactive water play pool is positioned near a deeper water swimming pool, then it must be located at the shallow end and must be separated from the deeper water

by at least ten feet of deck, or by a barrier or fence meeting the requirements of this section. The design shall meet the following:

1. The minimum size of the tank shall be equal to the volume of two and one-half minutes of the combined flow of all feature pumps and the filter pump.

*Rule .20(2)(c)*

2. Adequate access shall be provided to the reservoir. Stairs or a ladder shall be provided as needed to ensure safe entry into the tank.

3. When an underground reservoir is utilized, an automatic skimmer system shall be provided. A variable height skimmer may be used or a custom surface skimmer device may be substituted if deemed appropriate by both the design engineer and the health authority.

4. The filter system shall be capable of filtering and treating the entire water volume of the reservoir tank within thirty minutes. The filter system shall draft from the tank and return filtered and treated water to the tank through equally spaced inlet fittings.

5. The water feature pump shall draft from the reservoir tank and an automatic water level controller shall be provided.

6. The flow rate through the feature nozzles of the water features shall be such as not to harm the patrons and shall not exceed twenty feet per second unless justified by the design engineer and by the fountain system manufacturer.

7. An overflow waste line with air gap shall be provided and a means of vacuuming and completely draining the tank shall be provided.

8. Depth markers are not required.

(d) Interactive water play pools floor slope shall be at least one foot in twelve feet vertical to horizontal or gentler slope.

(e) The density factor used to determine theoretical peak occupancy shall be eight square feet per bather and one person per fifteen square feet of deck area.

(f) A barrier shall be provided to separate an interactive water play, wading, and wading interactive pools from other bodies of water within the same facility. The barrier shall comply with this Chapter unless:

*Rule .20(2)(f)*

1. The pool is separated by a distance of at least ten feet from other bodies of water;
2. If the aquatic facility consists only of one or more increased risk pools, such as interactive water play pools, then the requirements for an enclosure between pools are not required; or
3. A variance has been approved by the Department.

(g) For zero-depth-entry into pools, the floor slope shall be at a one foot in twelve feet vertical to horizontal or gentler slope. Trench drains shall be used along zero depth entries at the waterline to facilitate surface skimming.

**(3) Water slides.**

(a) A water slide shall consist of one or more flumes, landing pools, or slide runouts, a pump reservoir, and facilities for the disinfection and chemical treatment of the water.

(b) The structural design of a water slide and the materials used in its construction must conform to generally-accepted structural engineering practices and must provide a sound, durable structure that will safely sustain all the dead loads, operational loads, water loads, rider loads, and environmental loads encountered.

(c) All components of a water slide that come into contact with bathers must be assembled, arranged, and finished so that their external surfaces and edges do not present an injury hazard to the skin of users under casual contact.

(d) The owner of a water slide and the state registered professional engineer who designs and certifies the slide construction are responsible for the safe design and construction of the entire facility.

(e) The design engineer shall comply with this chapter and must provide documentation certification that the water slide design conforms to the following standards or any successor standards;

*Rule .20(3)(e)*

1. ASTM F2376-13 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Water Slide Systems;
2. ASTM F2469-09 Standard Practice for Manufacturer, Construction, Operation, and Maintenance of Aquatic Play Equipment; and
3. Ga. Rules & Regs. Chapter 120-3-27 Amusement Rides.

**(f) Flumes.**

1. Each flume of a water slide must be water-tight. Its surfaces must be inert, nontoxic, smooth and easily cleaned.
2. Flume material shall be demonstrated as strong enough to support specified loads.
3. Flume components, maintained using the manufacturer's instructions, shall not deteriorate over time in such a way that a hazard will develop.
4. If a tube-type flume is used, it must be designed or ventilated to prevent a hazardous concentration of toxic disinfectant fumes under all circumstances of operation.
5. Open flumes shall be configured to contain the rider or vehicle under all reasonable operating conditions.
6. Open water slide flumes shall be kept clear of obstacles within the water slide clearance envelope. Flume risers sections may be added to block access to anything encroaching in the area.

7. Water slides shall have additional sidewall height provided by a flume riser section on the outside part of all horizontal curves to contain the rider.

8. Lateral centripetal forces shall be considered in curved sections of flumes. Predicted rider speeds should be used to calculate these forces.

9. The flume must be designed and constructed so as to prevent bathers from falling out of the flume in elevated sections where a bather might be able to stop contrary to intended use.

*Rule .20(3)(f)*

10. The construction, dimensions and methods of mechanical attachment of a flume must provide a smooth and continuous surface through the entire length of the flume. Seams and joints shall be properly designed to prevent misalignment.

11. The walls of any flume must be designed so that the continuous and combined action of hydrostatic, dynamic and static loads, as well as normal environmental deterioration do not damage the flume bed to the extent of creating a structural failure that presents a hazard of injury to users or that requires frequent patch repairs that may weaken the structural integrity of the flume.

(g) **Flume exit.** The exit of any flume must be designed to ensure that bathers enter the landing pool or slide runout at a safe speed and angle of entry. If a slide that has two or more flumes, and there is a point of intersection between the centerlines of any two flumes, then the distance between that point and the point of exit for each intersecting flume must not be less than twenty feet, or thirty feet if any users exit a flume at high speed, or as otherwise certified by the design engineer.

(h) **Exit into landing pool.** If users exit the flume of a water slide into a landing pool, then the following requirements apply:

1. Landing pools shall be designed to decelerate and stop riders and allow them to exit the water slide without encountering an obstruction.

2. The exit path for riders shall not cross with the landing zone of other slides. The designated pool exit shall be such as to force the riders to move forward and away from the paths of riders from other flumes.

3. The flume must be horizontal and perpendicular to the wall of the pool at the point of exit.

4. The flume must be designed with an exit system that provides for safe entry into the landing pool or slide runout. Present practices for safe entry shall follow the

*Rule .20(3)(h)4.*

manufacturer's recommendation and ASTM standard. Other methods are acceptable as long as safe exit velocities and proper body altitudes are assured under normal use by the designing engineer;

5. The flume at pool entry shall be straight for the last eight of the water slide entering the pool. The exit must be flush with the vertical wall of the pool at the point of exit and not more than two inches above, nor less than six inches below, the normal operating level of the pool, unless otherwise certified by the design engineer; and

6. The distance between:

(i) The side wall for a body slide landing pool and that portion of the flume exit nearest the wall must be not less than five feet and for a tube slide landing pool not less than four and one-half feet at the points of measurement in the pool;

(ii) The centerline of the flume and the centerline of any adjacent flume must be arranged to minimize the opportunity for contact with other riders when exiting the flumes of adjacent slides simultaneously and not be less than six feet at the point of exit; unless otherwise certified by the design engineer.

(iii) The point of exit and the side of the landing pool opposite the bathers as they exit must be of sufficient length to decelerate and stop riders and minimize the potential for contact with the landing pool wall or stationary objects like ladders or steps, must not be



less than twenty if the flume ends above or below the normal operating water level of the pool, unless otherwise certified by the design engineer.

**(i) Landing Pools.**

1. When a landing pool is used at a water slide flume, it must be located at the end of the slide.

2. Except as otherwise provided in subsection (3)(e) above, or as certified by the design engineer, the water depth in a landing pool at the end of the flume must be minimum of *Rule .20(3)(i)2.*

three and one-half feet from the normal operating water level to the floor. This depth must be maintained for distance of not less than twenty feet from the point of exit from the flume or not less than thirty feet if the point of exit is even with the normal operating water level. The landing pool for a high speed slide will require additional length and water depth. The health authority may waive these requirements if a special exit system is used or if the manufacturer or design engineer designates a safe exit configuration from the flume and safe entry into the landing pool.

3. Beyond the area of level floor required above, in the area of the pool opposite the point of exit from the flume or other falling-entry feature, the floor of the landing pool may have a constant slope or a slope upward of not more than 1 foot in 7 feet

4. If steps are provided instead of exit ladders or recessed steps with handrails, a handrail meeting the requirements of this Chapter must be provided at the steps opposite the point of exit from each flume.

**(j) Decks.** A deck must be provided along the exit side of the landing pool and along one or more of the other sides of the pool. The pump and reservoir must be accessible from a deck not less than three feet wide.

**(k) Means of access.**

1. A concrete walkway, steps, stairway, or ramp must be provided for access between the landing pool and the top of the flume.

2. The walkway or other means of access must:

- (i) not retain standing water;
- (ii) conform to the structural requirements of the local building code;
- (iii) be at least four feet wide;
- (iv) be provided with handrails;
- (v) have a slip-resistant surface;

*Rule .20(3)(k)2.*

(vi) be separated from the flume by a physical barrier that is located a safe distance from the flume so that it cannot be touched by users of the flume.

**(l) Slide runouts.**

- 1. Slide runouts, if used, must have an exit opening or step, unless one or both of the walls of the runout are not more than nineteen inches in height.
- 2. Slide runouts must be designed with adequate length and water depth and sloped so as to bring the user to a safe stop.

**(m) Pump reservoirs.**

- 1. Pump reservoirs used in water slides must have sufficient volume to contain not less than two minutes of combined flow from all water treatment and flume pumps, or must contain enough water to ensure that the landing pool will maintain a constant water depth.
- 2. The interior of pump reservoirs must be water-tight with a hard trowel or equivalent slip-resistant finish.
- 3. Pump reservoirs must be accessible only to authorized persons. Intakes to the slide pump must be designed to allow cleaning without danger of trapping the operator.

**(n) Control of water.**

1. A surge-free automatic water makeup system with a manual override must be installed to maintain the normal operating water level of the landing pool at all times. An approved backflow prevention device must be provided.
2. The velocity of water at the weir or inlet grate must not exceed one and one-half feet per second.
3. The suction outlet drain of the falling-entry pool must be clearly visible from the deck with the flume water turned off.

*Rule .20(3)*

(o) **Waterslide Rules.** The operator of a water slide or other falling-entry feature shall post one or more warning signs at the entrance to the facility. A sign with the heading “Risk of Illness and Injury”, must state that the following types of conduct are prohibited within the facility:

1. Running, standing, kneeling, rotating, tumbling, or stopping in any flume or tunnel.
2. Rough playing on the slide or feature.
3. Diving or flipping while exiting from a flume or feature.
4. Use of the slide while under the influence of alcohol or drugs.
5. Use of the flume or feature by more than one person at a time.
6. Failure to obey the instructions of the pool attendant or lifeguard.
7. Failure to keep hands inside the flume while using the slide.
8. Failure to leave the falling-entry pool promptly after exiting from the slide.
9. The possession of any glass, bottle or food in or near any pool.
10. Entry into an area of grass or other vegetation and returning to slide, feature or pool.
11. The possession of any loose objects.
12. The use of any clothing other than the swimwear on the slide or feature.
13. Wearing any bracelet, watch, or other jewelry.

(p) **Precautions for safety.**

1. An attendant must be on duty at all times while a water slide is open for use. The attendant shall serve as the safety director of the slide. In that capacity, the attendant shall control crowds, keep bathers moving through the pool or runout in an orderly fashion, and control any unsafe behavior in the lower flumes, in the pool or runout, or on the decks at the base of the slide.

*Rule .20(3)(p)*

2. An attendant must be on duty at all times while the water slide is open for use. The attendant shall control bathers near the entrance, regulate the departure of each bather down the slide, and control any unsafe behavior in the upper flumes.

3. Radio or other means of communication acceptable to the health authority must be provided between the flume entry attendant and the splash pool or slide runout lifeguard

4. Each water slide must have a means to allow the flume entry attendant to monitor the slide exit.

(q) **Pool Slides.** All pool slides shall be designed, constructed, and installed to provide a safe environment for all bathers utilizing the slide in accordance with the applicable ASTM and CPSC standard.

1. Water depth at the slide exit shall be determined by the slide manufacturer.

2. The landing area in the pool shall be protected through the use of a float line, peninsula, or other similar design to prevent collision with other bathers.

3. Clear space shall be maintained to the pool edge and between other features per manufacturer requirements.

4. A barrier or netting shall be provided to prevent bather access underneath the pool slide where sufficient clearance is not provided. Openings in any barrier or netting shall

not allow for the passage of a four inch sphere and no opening can create a finger entrapment.

5. Pool slides must have an attendant during hours of operation to monitor activity and compliance with the posted manufacturer warnings.

(4) **Activity pools.** Amusement devices used in activity pools must be designed and maintained so that their surfaces are smooth, nontoxic and easily cleanable. The devices must not pose a safety or health hazard to users and must not interfere with circulation or disinfection of the water. The pool and equipment shall meet the following;

*Rule .20(4)*

(a) Play and water activity equipment shall be installed in accordance with the manufacturer's instructions.

(b) A rope and float line shall be provided to identify a water depth of more than four and one half feet in a constant floor slope configuration.

(c) Floating devices not intended to be mobile shall be anchored in a manner to restrict movement to the range established by the manufacturer; and

(d) ASTM F2469-09 Standard Practice for Manufacturer, Construction, Operation, and Maintenance of Aquatic Play Equipment and Consumer Product Safety Commission standards shall be met.

(5) **Wave pools.**

(a) The generation of waves more than three feet in height in a wave pool, regardless of the depth of the pool, must not continue for more than fifteen minutes at a time.

(b) The main drain must be clearly visible from the deck with the wave generating equipment turned off.

(c) Bather access to the wave pool shall be allowed only at the shallow or beach end.

The sides of the pool must be protected from unauthorized entry into the pool by the use of a fence or other comparable barrier.

(d) Wave pools must be provided with handholds at the static water level. These handholds must be self-draining and must be installed so that their outer edge is flush with the pool wall. The design of the handholds must ensure that body extremities will not become entangled during wave action.

(e) Life jackets must be provided free for use by bathers who request them.

(f) Each permanent station for pool attendants and lifeguards must be provided with a clearly labeled and readily accessible emergency shut-off switch for the control of the

*Rule .20(5)(f)*

wave action. A minimum of two emergency shut-off switches to disable the wave action shall be provided, one on each side of the wave pool.

(g) An audible warning system must be provided to alert bathers of the beginning of wave generation.

(h) Stepholes and handrails must be provided at one or more locations along the wall of the wave pool. The stepholes and handrails must extend down the wall so they will be accessible during wave generation at the lowest water level. The distance between the handrail and the wall must not exceed six inches.

(i) A rope and float line shall be installed to restrict bather access to the wave pool caisson wall. The location of the rope and float line shall be in accordance with the wave equipment manufacturer's instructions. The wall anchors shall be recessed and be made of corrosion-resistant material. A float line is not required to separate the first point of transition from shallow to deep.

(6) **Wading Interactive/Child amusement lagoons.** Devices used in child amusement lagoons must be designed and maintained so that their surfaces are smooth, nontoxic and easily cleanable.

(a) The devices must not pose a safety or health hazard to bathers and must not interfere with circulation or disinfection of the water.

(b) The devices shall comply with ASTM F2469-09 Standard Practice for Manufacturer, Construction, Operation, and Maintenance of Aquatic Play Equipment and Consumer Product Safety Commission Standards.

**(7) Leisure River, Continuous Water Channel - Watercourse rides.**

(a) Handrails, steps, stairs, and booster inlets for watercourse rides must not protrude into the watercourse.

*Rule .20(7)*

(b) The watercourse must not be narrower than twelve feet and not deeper than three and one half feet.

(c) An approved method of exit must be provided at least every two hundred feet along the watercourse.

(d) A deck must be provided along at least one side of the water course.

(e) The design velocity of the water in a watercourse ride must not exceed two miles per hour.

(f) The design engineer of a continuous water course may deviate from the requirements in subsections (a) - (e) above if sound engineering and safety practices are met.

(g) All bridges spanning a watercourse shall have a minimum clearance of both seven feet from the bottom of the watercourse and four feet above the water surface to any structure overhead.

**(8) Sanitary and Dressing Facilities for Waterparks.** The design of the facility and the number of fixtures for the first 7500 square feet or fraction thereof of water available for bather access shall meet DPH Rule 511-3-5-.19. For every additional 7500 square feet or fraction thereof of water available for bather access at the facility, there shall be not

less than one water closet for males, one urinal for males, one lavatory for males, one shower for males, two water closets for females, one lavatory for females and one shower for females.

(a) A rinse shower shall be on the deck or at entrance of each pool or attraction.

(b) Water used for rinse showers may be at ambient temperature.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.21 Food Service.**

(1) Food Service facilities shall comply with provisions of Article 13 of O.C.G.A. Chapter 26-2 and DPH Rule 511-6-1.

(2) Bathers shall not be allowed to eat or drink while in or partially in the water.

(3) Food and beverages shall only be served on non-breakable containers. The pool must be drained and vacuumed if any broken glass enters the water.

(4) Covered trash containers shall be provided where food or beverages are available and allowed to be consumed.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.22 Operation and Management.**

(1) All swimming pools and spas covered by this Chapter shall be maintained under the supervision and direction of a properly trained operator who shall be responsible for the sanitation, safety, and proper maintenance of the pool and all related equipment, and for and daily recordkeeping.



- (2) The trained operator shall have a current certificate showing completion of an approved operator training course. A copy or the original certificate or documentation shall be available onsite for inspection by the Health Authority.
  - (3) The trained operator may be an employee or a contract service provider.
  - (4) Training for the operator can be obtained by completion of a course approved by the Department.
  - (5) The trained operator must perform a minimum of two visits weekly and be able to provide assistance whenever needed.
  - (6) Written documentation of the operator's visits must be available at the pool facility. At a minimum, the written record must indicate the condition of the following items:
    - (a) The circulation, filtration, and disinfection systems,
- Rule .22(6)*
- (b) safety equipment on-site,
  - (c) pool stairs and deck condition,
  - (d) water chemistry test results and,
  - (e) record what corrective actions, if necessary, were taken by the operator.
- (7) Facilities without an on-site trained operator must appoint a responsible on-site person. This individual must be capable of testing the water chemistry as required by the chapter, and must be trained to perform the requirements in DPH Rule 511-3-5-.16.
  - (8) The responsible person must receive training on basic pool operations from the trained operator, or from a local health department course if available.
  - (9) **Water Testing Frequency.** The trained operator or responsible person shall collect water samples from the water in the pool for monitoring. An in-line sampling port may be used for water held in reservoirs. The water quality testing frequency shall be as follows:
    - (a) For pools, free available chlorine or total bromine and pH shall be tested a minimum of two times daily during the hours of operation.

- (b) Total alkalinity shall be tested weekly and calcium hardness shall be tested monthly.
- (c) If stabilized chlorine is used as the primary disinfectant, the operator shall test cyanuric acid every two weeks. Otherwise, cyanuric acid shall be tested monthly.  
Cyanuric acid shall be tested twenty-four hours after addition to the water.
- (d) For spas and hot water venues, free available chlorine, total bromine, pH and water temperature shall be tested prior to opening and recorded every four hours.
- (e) In-line oxidation reduction potential readings (if applicable) shall be recorded at the same time the free available chlorine or total bromine and pH tests are performed.
- (f) If in-line electrolytic chlorinators are used, salt levels shall be tested at least weekly or per manufacturer's instructions.

*Rule .22*

(10) **Water Testing Procedure.** The pool operator or responsible person shall acquire a water sample for testing the chemical parameters:

- (a) The sample shall be obtained from at least eighteen inches below the surface of the water and from a location between the inlets.
- (b) The sample shall be obtained from a section of the pool that has a water depth of between three to four feet when available.
- (c) For each water test, sampling locations shall rotate around the shallower end of the pool. The pool operator shall include the deepest area of the pool in the water sampling rotation once per week.

(11) If the water test results are not in compliance with DPH Rule 511-3-5-.17, the operator shall close the pool, record findings, and make the necessary adjustments to the water chemistry to comply with the chapter. The chemicals used and amounts shall be recorded on the operator log.

(12) A safety self-inspection shall be conducted daily by the trained operator or responsible person and documented on a log sheet.

(13) **Fecal and Non-Fecal Contamination Response Plan.** All public swimming pools shall have a written contamination response plan for responding to incidents of formed-stool, diarrheal-stool, and vomitus contamination. Such incidents shall be recorded and managed by the trained operator or responsible person as follows:

(a) A log shall be maintained to record each occurrence of contamination in the water or on the adjacent deck area for formed or diarrheal fecal material, whole stomach discharge of vomitus, and blood.

(b) After an incident, the public swimming pool will be closed for the time required to achieve the correct contact concentration and time (CT) value (CT, mg-min/L) for the

*Rule .22(13)(b)*

hazard, in accordance with the most recent recommendations published by the Centers for Disease Control and Prevention.

(14) Upon completion of any swimming pool or spa, the manager and his operators shall be given complete written and oral instructions by the builder as well as operational guidance of the pool, all equipment and the maintenance of the swimming pool water.

(15) The theoretical peak occupancy limit shall be observed by the management. A sign stating the occupancy shall be posted in a visible location near the entrance in four inch letters and numbers. The maximum number of bathers to be allowed in a pool enclosure at one time shall be based on DPH Rule 511-3-5-.05(12).

(16) Management shall establish an inclement weather policy for the safety of the bathers.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

**511-3-5-.23 Compliance Procedures.**

- (1) A swimming pool, spa, or recreational water park shall not operate until a valid operating permit has been issued by the health authority after inspection.
- (2) An operating permit shall not be issued until appropriate inspections show compliance with the requirements of this Chapter, with no violations noted on the inspection report.
- (3) The health authority shall inspect the swimming pool, spa, or recreational water park for compliance as follows:
  - (a) Swimming pools, spas, or recreational water parks which open on or after April 1 and which close on or before October 31 shall be inspected at least once during the period of operation.

*Rule .23(3)*

- (b) All other swimming pools, spas, or recreational water parks shall be inspected at least twice each year. Additional inspections may be made as determined necessary by the health authority.
    - (c) The inspection, testing and monitoring frequency may be changed by the health authority based on the occurrence of injury and illness or inspection history.
    - (d) The operator shall receive a copy of the inspection and place it in a location protected from the weather and in public view as designated by the health authority.
    - (e) Representatives of the health authority, after proper identification, shall be permitted to enter any swimming pool or spa facility or the grounds of any recreational water park at any reasonable time for the purpose of making inspections to determine compliance with this Chapter.
  - (4) **Inspection Report Ratings and Imminent Hazards.** The inspection report used will be as adopted by the Georgia Department of Public Health.

(a) An unsatisfactory rating will be given when any of the following occurs:

1. When an imminent health hazard as described in subsection (5) below is found;
2. when any two or more violations are found; or
3. when any violation is repeated on a follow up inspection.

(b) A satisfactory rating will be given:

1. When no more than one non-imminent health hazard violation is found, and
2. when there are no repeat violations on a follow-up inspection.

(c). A follow-up inspection shall be performed within thirty days from the date of an unsatisfactory rating.

(d) Violations which are not imminent health hazards shall be corrected within thirty days, or upon a timeframe in the plan of correction approved by the local health authority.

*Rule .23(4)*

(e) An unsatisfactory rating may result in suspension or revocation of the operating permit.

(5) **Imminent Health Hazards.** Items that are considered imminent health hazards include the following:

(a) During operation, disinfectant levels are less than the minimum level specified in DPH Rule 511-3-5-.17. If the level of the disinfectant used is not specified in DPH Rule 511-3-5-.17, the disinfectant must be approved and kept at levels determined necessary by the health authority.

(b) During operation, the pH is less than the minimum or more than the maximum levels allowed in DPH Rule 511-3-5-.17.

(c) The pump, automatic disinfectant equipment, or other equipment necessary for continuous filtration and disinfection of the swimming pool, spa, or recreational water park attraction is not working or is unable to maintain adequate turnover rate.

- (d) The water turbidity is such that the suction outlet/main drain cover or a standard white marker tile on the bottom of the deepest portion of the pool cannot be seen.
- (e) Broken glass or sharp objects in the water or on the deck area;
- (f) Broken, unsecured, or missing main drain, or any submerged suction outlet cover/grate;
- (g) Failure to provide and maintain a barrier to inhibit unauthorized access to the outdoor facility when required;
- (h) Absence of required lifesaving equipment on the deck or an emergency phone;
- (i) Number of bathers exceeds the posted peak occupancy;
- (j) Use of an unapproved or contaminated water supply source for potable water use;
- (k) A fecal matter contamination in the water; and
- (l) Other hazards as determined by the health authority.

*Rule .23*

- (6) Fecal incidents shall be recorded and reported to the local health authority at the time of the incident.
- (7) The health authority may require the preparation of a water sampling and a water safety plan by an appropriate professional when operational conditions and bather health and safety warrant such action.
- (8) **Voluntary Closure.** In lieu of suspension or revocation of a permit, a swimming pool, spa, or recreational water park attraction may be allowed to voluntarily close until such time as the violations resulting in an unsatisfactory rating are corrected. The health authority shall inspect the premises within two working days of notification that the hazard has been corrected by the operator.
- (9) **Suspension or Revocation.** The health authority may deny permit applications, and may suspend or revoke permits, for failure to comply with the provisions of this Chapter. When an application for a permit is denied or the permit previously granted is to be

suspended or revoked, the applicant or holder thereof shall be afforded notice and an opportunity for a hearing.

(a) The action of the health authority is effective upon service of a written notice thereof, and operation must cease immediately in the case of a suspension or revocation.

(b) The notice must state the basis for the action and advise the permit holder or applicant of the right to a hearing on request within 72 hours.

(c) If requested, the hearing will be conducted by an experienced supervisory level employee of the health authority not directly involved in the suspension.

(d) The rules of evidence will not apply, but both the health authority and the permit holder or applicant may present witnesses, documents, and argument.

(e) The hearing official will be authorized to rescind, affirm, or modify the action, and may impose conditions on any decision allowing the pool to operate.

*Rule .23(9)*

(f) If a hearing is not requested, the owner may request an inspection to reinstate the permit after correcting all violations.

(g) **Notice of Hearing.** A notice of hearing is properly served when delivered in person, or by registered or certified mail, to the owner, operator, responsible person, or authorized agent of the swimming pool, spa, or recreational water park.

(h) If the permit holder or applicant is unsatisfied by the decision of the hearing officer, then it may pursue an appeal to the Department in accordance with Code Section 31-5-3.

[Authority: O.C.G.A. Secs. 31-2A-6, 31-12-8, 31-45-10.]

### **511-3-5-.24 Environmental Health Personnel**

(1) All Environmental Health personnel who are assigned responsibilities in public swimming pool plan review, permitting, inspecting, or other means of enforcing this

Chapter, must complete a state approved exam demonstrating knowledge of the public swimming pool chapter.

(2) All in-service training must be approved by the local Environmental Health supervisor or lead personnel. Employee attendance records of approved training shall be maintained in the county of employment and shall be subject to Department monitoring.



# COUNTY AGENDA REQUEST

Page 210 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's request for the Board of Commissioners to establish the annual Budget Calendar for Fiscal Year 2019 which begins July 1, 2018 and ends June 30, 2019.

## Background/History/Details:

Annually, the county conducts a budget process for the purpose of developing a balanced budget to present to the Board of Commissioners for their consideration regarding the upcoming fiscal year. A recommended budget calendar for FY2019 is attached. Staff is requesting the Board to adopt the proposed calendar as presented.

## What action are you seeking from the Board of Commissioners?

Approval of staff's request for the Board of Commissioners to establish the annual Budget Calendar for Fiscal Year 2019 which begins July 1, 2018 and ends June 30, 2019.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**FY 2019 Proposed Budget Calendar**

<b>2018 DATE</b>		<b>PARTICIPANTS</b>	<b>BUDGET TASK</b>
<b>March 5, 2018</b>	<b>Mon</b>	<b>Finance / Departments / Agencies</b>	<b>Budget forms, budget calendar, instructions published. Open access for budget entry</b>
<b>March 6, 2018</b>	<b>Tue</b>	<b>Finance</b>	<b>Next Year Budget Entry Training - New personnel</b>
<b>March 19, 2018</b>	<b>Mon</b>	<b>Agencies / Finance</b>	<b>Budget submissions due from Agencies</b>
<b>March 23, 2018</b>	<b>Fri</b>	<b>Departments / Finance</b>	<b>Budget submissions due from County Departments</b>
<b>March 23, 2018</b>	<b>Fri</b>	<b>Human Resources / Finance</b>	<b>Human Resources - Post Salary/Benefits projection to budget projection</b>
<b>April 6, 2018</b>	<b>Fri</b>	<b>Finance / County Administrator</b>	<b>Submit budget requests to the County Administrator</b>
<b>April 18, 2018</b>	<b>Wed</b>	<b>CITIZENS/ Commissioners/ Constitutional Officers/ Elected Officials/ Agencies / County Administrator/ Finance/ Department Heads</b>	<b>BOC Annual Retreat - All Fayette County Department Presentations</b>
<b>April 19, 2018</b>	<b>Thur</b>		<b>BOC Annual Retreat - Constitutional Officers/ Elected Officials/ Agencies</b>
<b>April 18, 2018</b>	<b>Fri</b>		<b>BOC Annual Retreat - Policy and Board of Commissioner Discussions</b>
<b>April 26 - 30, 2018</b>	<b>Fri - Mon</b>	<b>County Administrator/ Commissioners</b>	<b>2018 Annual ACCG Conference &amp; Commissioners Training - Savannah</b>
<b>May 2 - 4, 2018</b>	<b>Wed - Fri</b>	<b>CITIZENS/ Commissioners/ Constitutional Officers/ Elected Officials/ Agencies / County Administrator/ Finance/ Department Heads</b>	<b>Budget Workshops</b>
<b>May 21, 2018</b>	<b>Mon</b>		<b>Provide access to detail binders of the FY 2019 Proposed Budget</b>
<b>May 23, 2018</b>	<b>Wed</b>		<b>Publish the FY 2019 Proposed Budget Summary and Public Hearings dates and times in local newspapers and on the County's web-site</b>
<b>May 24, 2018</b>	<b>Thu</b>		<b>Special called Budget Meeting to formally present the FY 2019 Proposed Budget to the Board of Commissioners.</b>
<b>June 14, 2018</b>	<b>Thu</b>		<b>Hold first Public Hearing on the FY 2019 budget</b>
<b>June 28, 2018</b>	<b>Thu</b>		<b>Hold second Public Hearing on the FY 2019 budget. Request BOC to adopt FY 2019 Budget</b>

# COUNTY AGENDA REQUEST

Page 212 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's request for approval to accept the Assistance to Firefighters Grant for a breathing air compressor in the amount of \$52,000 with the match amount of \$4,727.

## Background/History/Details:

In April 2017 a grant request was submitted for a new breathing air compressor. This grant would provide for replacement of the current compressor that was manufactured in 1983. A breathing air compressor is a very specialized unit that monitors and filters a wide variety of contaminants to produce breathing air that meets and exceeds the quality required for firefighting and diving operations. The current compressor lacks the currently available safety features recommended by the major safety and health organizations.

The County was successful in receiving the award for the compressor, fill station and air storage unit. The award amount is \$52,000 with a 10% match amount required of \$4,727.00. The matching funds are available from the Self-Contained Breathing (SCBA) apparatus project.

## What action are you seeking from the Board of Commissioners?

Approval of staff's request for approval to accept the Assistance to Firefighters Grant for a breathing air compressor in the amount of \$52,000 with the match amount of \$4,727.

## If this item requires funding, please describe:

10% match required. Funding available from the SCBA project in account 37530550-7270A.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**FEMA**

Mr. Peter Nelms  
Fayette County Dept. of Fire and Emergency Services  
Fayette County Department of Fire and Emergency Services  
Fayetteville, Georgia 30214-1520

Re: Award No. EMW-2016-FO-00592

Dear Mr. Nelms:

**Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2016 Assistance to Firefighters Grant has been approved in the amount of \$47,273.00. As a condition of this award, you are required to contribute a cost match in the amount of \$4,727.00 of non-Federal funds, or 10 percent of the Federal contribution of \$47,273.00.**

**Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system.** By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2016 Assistance to Firefighters Grant Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

**Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov).** As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at <https://www.sam.gov/portal/public/SAM/>. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

**Step 1:** Please go to <https://portal.fema.gov> to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

**Step 2:** If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 540-504-2883. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

A handwritten signature in black ink, appearing to read "Bridget Bean", with a long horizontal flourish extending to the right.

Bridget Bean

Acting Assistant Administrator for Grant Programs

## Summary Award Memo

**SUMMARY OF ASSISTANCE ACTION  
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM  
Application**

**INSTRUMENT:** GRANT  
**AGREEMENT NUMBER:** EMW-2016-FO-00592  
**GRANTEE:** Fayette County Dept.of Fire and Emergency Services  
**DUNS NUMBER:** 099634883  
**AMOUNT:** \$52,000.00, Operations and Safety

**Project Description**

The purpose of the Assistance to Firefighters Program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

**Period of Performance**

12-JUN-17 to 11-JUN-18

**Amount Awarded**

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel:	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$52,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
State Taxes	\$0.00
Total	\$52,000.00

**NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**

1. PO comments: Fund as requested

## Air Compressor/Cascade/Fill Station; Fund with adjustments

The funds requested for the Air Compressor/Cascade/Fill Station is excessive at \$70,000. Based on AFG market research we will fund the Air Compressor/Cascade/Fill Station at \$52,000 each.

2. The Program Office has made the following reductions to your grant:

The Air Compressor/Cascade/Fill Station is excessive at \$70,000, will fund at \$52,000 each.

Therefore, they have recommended the award at this level:

Total budget \$ 52,000

Federal share \$ 47,273

Applicant share \$ 4,727

3. At the time of the approval of this award, Fayette County Dept. of Fire and Emergency Services has an ACTIVE SAM registration that expires on 09/08/2017.

4. Any questions pertaining to your award package, please contact your GPD Grants Management Specialist: Marie Rogers at Marie.Rogers@fema.dhs.gov.

5. All costs appear reasonable.

This grant includes an activity (Modification to Facility, Equipment or a component in the Wellness and Fitness Activity) that requires that you submit an Environmental Planning and Historic Preservation (EHP) Screening form for a review of your project. To access the EHP screening form and instructions for Equipment: Fund with Adjustments

AFG activities, go to the Department of Homeland Security/Federal Emergency Management Agency website at: [http://www.fema.gov/media-library-data/1431970163011-](http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf)

[80ce3cd907072a91295b1627c56d8fd2/gpd\\_ehp\\_screening\\_form\\_51815.pdf](http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf)

## FEMA Officials

**Program Officer:** The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

**Grants Assistance Officer:** The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

**Grants Operations POC:** The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

## ADDITIONAL REQUIREMENTS (IF APPLICABLE) (max 8000 characters)

National Environmental Policy Act

All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA,

which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.



# COUNTY AGENDA REQUEST

Page 218 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's request to accept the donation of two Physio Control Lucas CPR compression devices from the Fayette Fire Foundation.

## Background/History/Details:

The Fayette Fire Foundation is a 501-C-3 organization supporting the Department of Fire & Emergency Services through donations of equipment and training for the department and community.

Without a Lucas type device two rescuers must perform CPR during transport to the closest hospital. This requires that the rescuers stand over the patient to perform CPR. To perform in this manner in a moving vehicle is very dangerous for the rescuers and others in the rear of the medic unit, in addition the quality of the CPR can vary and not be as consistent as needed regarding the depth and rate recommendations of the American Heart Association.

Of the medical calls in 2017, 65 were for cardiac arrest. The cardiac arrest is the highest priority of all medical calls the department responds.

With this donation along with the existing units all Fayette County medic units have a Lucas device available.

## What action are you seeking from the Board of Commissioners?

Approval of staff's request to accept the donation of two Physio Control Lucas CPR compression device from the Fayette Fire Foundation.

## If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

### The Lucas Project Summary

The department currently has three Lucas devices deployed, one of which was a donation from the Fayette Fire Foundation. These devices have proven to be extremely beneficial in providing high quality CPR compressions and provide a high level of safety to the responders during the transport of cardiac arrest patients. The acceptance of these two additional devices will now equip all our ambulances with a Lucas device.

Without a Lucas type device two rescuers must perform CPR during transport to the closest hospital. This requires that the rescuers stand over the patient to perform CPR. To perform in this manual in a moving vehicle is very dangerous for the rescuers and others in the rear of the medic unit. The quality of the CPR for the patient is not consistent with depth and rate recommendations of the American Heart Association. Listed below is summary information from the manufacturer of the devices.

#### *Keeping the flow up*

*In order to be able to save the lives of sudden cardiac arrest patients and avoid neurological damage, a steady supply of oxygen to the heart and brain is necessitated. Life-sustaining circulation can be created through effective and uninterrupted chest compressions. Performing manual chest compressions of high quality is both difficult and tiring, and impossible in certain situations. The quality varies depending on who provides CPR and deteriorates quickly after only one, two minutes.*

#### *LUCAS™ - standardizing the quality of chest compressions*

*The LUCAS™ Chest Compression System is a safe and efficient tool that standardizes chest compressions in accordance with the latest scientific guidelines. It provides the same quality for all patients and over time, independent of transport conditions, rescuer fatigue, or variability in the experience level of the caregiver. By doing this, it frees up rescuers to focus on other life-saving tasks and creates new rescue opportunities.*

#### *Safe and effective*

*Experimental studies show that the mechanically controlled LUCAS™ compressions are able to sustain a higher blood flow to the brain and heart compared to manual compressions. The side-effects are similar as for manual compressions. LUCAS™ does compressions according to guidelines - on the middle of the chest, not more, not less.*

\*Source: Physio Control Website

# COUNTY AGENDA REQUEST

Page 220 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Approval of staff's recommendation for Fayette County Fire and Emergency Services Department employment contract for Paramedic Training.

## Background/History/Details:

During the January 25, 2018, BOC meeting Commissioners approved a contract to award Paramedic training to Faithful Guardian Training Center which included a stipulation for a student contract. County Attorney, Mr. Dennis Davenport had been given a request to prepare a contract to include a three year commitment of service to the county from students after completion of the training program.

Attachment of prepared contract is included with agenda request.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation for Fayette County Fire and Emergency Services Department employment contract for Paramedic Training.

## If this item requires funding, please describe:

N/A

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

## MEMORANDUM

TO: Fayette County Board of Commissioners

FROM: E. Allison Ivey Cox

DATE: February 7, 2018

RE: Reimbursement of paramedic training expenses

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The County spends considerable resources to train paramedics and firefighters. It does not want to become a training ground for other departments, losing new hires to larger departments and higher pay. To prevent this loss, an agreement that requires firefighters repay training costs if they leave the County's employ has been proposed. The further effort of withholding the last paycheck has been suggested.

## QUESTIONS PRESENTED:

Are agreements for reimbursement of training expenses by employees enforceable? Can the County withhold an employee's last paycheck to recoup training costs?

1. Currently state law anticipates repayment of expenses associated with training of peace officers. However, the costs of training are recouped from the new employer not the employee. No current state law addresses repayment of expenses associated with training a paramedic. Without such statutory authority, the proposed agreement is enforceable only against the employee in the civil court system.
2. An employee's wages are protected under the Fair Labor Standards Act ("FLSA"). Under FLSA, deductions made from wages are not legal to the extent that they reduce the wages of employees below the minimum rate required by FLSA or reduce the amount of overtime pay due under FLSA. Any withholding from a final check could be no more than the difference between the hours worked by the employee at his or her regular rate of pay and the same hours worked at minimum wage.

Fayette County Board of Commissioners  
February 7, 2018  
Page 2

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3. To recoup the remainder of the costs, the County would need to file a civil suit against each employee leaving the County's employ prior to expiration of the recoupment period.
4. Should the employee fail to pay the amount found due on the judgment, the County could follow the strictures of O.C.G.A § 18-4 et al. for garnishment.

## CONCLUSION

In the absence of statutory authority, like the reimbursement provisions for peace officers, an agreement for reimbursement signed by trainees may be enforced as any other contract. FLSA will provide protection for that portion of the employee's last paycheck that represents payment for minimum wage. This will allow the County to withhold only a small portion of the final pay. The remainder of the County's remedy will lie primarily in a civil action.

COUNTY OF FAYETTE

STATE OF GEORGIA

### PARAMEDIC TRAINING REIMBURSEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Fayette County, Georgia, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the "County") and \_\_\_\_\_, an employee of the County (the "Trainee") for the purpose of paramedic training (the "Agreement").

#### WITNESSETH:

WHEREAS, the Board of Commissioners of the County is the duly organized governing authority of the County and is clothed with sufficient authority to enter into the Agreement, and the Board of Commissioners desires to delegate its authority to execute the Agreement to the Fire Chief of the County; and

WHEREAS, the Trainee is authorized to enter into the Agreement with the County to receive voluntary paramedic training as described herein; and

WHEREAS, the Trainee acknowledges and agrees that permitting the Trainee to participate in the training offered by the Faithful Guardian, LLC (the "Service Provider") is a substantial financial investment by the County and a financial burden on the County's taxpayers; and

WHEREAS, it is reasonable and appropriate for the Trainee to reimburse the County for the Training Costs, as hereinafter defined, incurred by the County under the terms and conditions stated in the Agreement, if applicable.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the County and the Trainee, the County and the Trainee agree as follows:

#### I. DEFINITIONS

A. "Training Costs" means the necessary funds to cover the full cost of tuition and book/supply costs in order for the Trainee to complete the paramedic and certification offered by the Service Provider.

B. "Good Standing" means the Trainee is in good standing in accordance with the Fayette County Policy and Procedures Manual and is not on any sort of disciplinary probation or suspension.

## II. COUNTY OBLIGATIONS

For as long as this Agreement remains in effect, and the Trainee complies with the terms of this Agreement, the County agrees to pay the Training Costs for the Trainee to receive the training and certification necessary to become a paramedic. The Training Costs for the Trainee is an amount equal to FIVE THOUSAND SEVENTY-ONE AND 00/100 (\$5,071.00) DOLLARS.

## III. TRAINEE OBLIGATIONS

A. The Trainee shall be in good standing at all times and shall faithfully perform all duties and obligations established by the County.

B. The Trainee shall remain in the employ of the County for at least three (3) years immediately succeeding the completion of the paramedic training and certification (the "Employment Commitment").

## IV. REIMBURSEMENT OF TRAINING COSTS

The Trainee has no obligation to reimburse the County for the Training Costs if the Trainee remains in good standing and remains with the County for the duration of time equal to the Employment Commitment.

If the Trainee fails to remain with the County for the duration of time equal to the Employment Commitment, the Trainee shall reimburse the County for the Training Costs. The Training Costs shall be prorated on a monthly basis for the amount of time the Trainee remained with the County if such duration of time is less than the Employment Commitment (the "Reimbursement Obligation") with each month of the Reimbursement Obligation equating to 1/36 of the Training Costs. Each month of the Reimbursement Obligation equates to ONE HUNDRED FORTY AND 86/100 (\$140.86) DOLLARS.

## V. TIMING FOR PAYMENT OF TRAINING COSTS

All Training Costs owed under the Agreement shall, without prior notice, presentment, demand or other action by the County, become due and payable in three equal monthly payments as follows:

The first payment shall be made on or before the 30th day after the date the Trainee's employment is terminated (the "Termination Date");

The second payment shall be made on or before the 60th day after the Termination Date; and

The third payment shall be made on or before the 90th day after the Termination Date.

If the Trainee fails to pay the Training Costs in full in accordance with the requirements of this section, the Trainee agrees that the total amount owed shall be immediately due and payable in



full to the County upon demand. The County may immediately take legal or equitable action to in a court of competent jurisdiction in Fayette County, Georgia to collect the total amount owed under the Agreement.

## VI. NO CONTRACT OF EMPLOYMENT

This Agreement does not create, and shall not be construed to create, an express or implied contract of employment for any period of time. The Trainee shall at all times be an employee at will. The Trainee's employment may be terminated by the Employee or the County at any time for any or no reason.

## VII. MISCELLANEOUS

Georgia law governs this Agreement. This Agreement is the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first above written.

FAYETTE COUNTY, GEORGIA

By: \_\_\_\_\_  
David Scarbrough, Fire Chief

WITNESS:

\_\_\_\_\_

TRAINEE

By: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:

\_\_\_\_\_



**BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
 Randy Ognio, Vice Chairman  
 Steve Brown  
 Charles W. Oddo  
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. White, County Clerk  
 Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

## **MINUTES**

### **Special Called**

January 31, 2018  
 1:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

**Call to Order**

Vice Chairman Randy Ognio called the January 31, 2018 Special Called meeting to order at 1:05 p.m.  
 A quorum of the Board was present. Chairman Eric Maxwell was absent.

**Acceptance of Agenda**

Commissioner Charles Oddo moved to approve the agenda as written. Commissioner Charles Rousseau seconded.

Commissioner Steve Brown stated that the meeting was totally unnecessary and he wanted it stated for the record.

The motion passed 4-0.

#### **1. Consideration of Vice Chairman Randy Ognio's request to address access to personnel files by members of the Board of Commissioners.**

Vice Chairman Ognio stated that the agenda item was considering commissioner's access to personnel files and that the meeting would be limited to only discuss this topic.

Commissioner Brown asked Vice Chairman Ognio if he was going to censor the discussion.

Vice Chairman Ognio stated no. He stated that it would be limited to the agenda topic that was on the agenda.

Commissioner Brown stated that the Board could say what was on their minds.

Vice Chairman Ognio stated that he was chairing the meeting and that he would control the meeting.

Commissioner Brown asked Vice Chairman Ognio to define the bounds of what would apply to this agenda item.

Vice Chairman Ognio stated that this agenda item was all that could be discussed.

Commissioner Brown asked if the Board could discuss what brought the meeting about.

Vice Chairman Ognio stated no. He stated that if Commissioner Brown wanted to have that discussion he could put it on an agenda.

Vice Chairman Ognio stated that he did not think the Board should pick and choose which policies to follow.

Vice Chairman Ognio moved that the Board of Commissioners follow all 108 policies and to have the county attorney make sure there are no conflicts with the policy pertaining to access to personnel files to bring back to the Board, but that the Board would follow the policies at hand.

Commissioner Brown asked if it would apply to the County Administrator as well.

Vice Chairman Ognio stated that he was only referring to the Commissioners.

Commissioner Brown asked if the policies and procedures do or do not apply to the County Administrator.

Vice Chairman Ognio stated that it was another subject and if Commissioner Brown wanted to add it to another agenda for discussion he could do so.

Commissioner Brown asked for a friendly amendment to include the County Administrator to the motion.

Vice Chairman Ognio stated that he would need to look into the County Administrator's contract.

Commissioner Rousseau called point of order. He reminded the Board that there was a motion on the floor that had not been properly seconded for discussion.

Commissioner Oddo seconded.

Vice Chairman Ognio stated that as a member of the Board of Commissioners he would rather see the Board lead by example instead of set up policies that don't apply to the Board. He stated that the Board should not be exempt from the policies. He stated that it was in no way to be construed to limit access to information and personnel files. He stated that there was a process to obtain that information.

Commissioner Brown stated that he had a phone conversation with Chairman Maxwell and he admitted that he had some knowledge of what was going on in the 911 call center. He asked Vice Chairman Ognio if he had knowledge of what was going on.

Vice Chairman Ognio stated that he did not recall having knowledge or at what point he had knowledge. He stated that he now had knowledge of the situation.

Commissioner Oddo stated that a motion was made and the discussion should be regarding that item.

Commissioner Brown read the following statement into the record:

---

In government, you have officials and top-ranking staff who attempt to shape government in their image, and sometimes that image is a poor reflection on government itself.

I am not going to be intimidated from doing my job of representing the best interests of our citizens and promoting an open and fair government. I have always and will continue to deliver pertinent government documents that are applicable to state open records law to our citizens, the news media and anyone else who may desire a copy.

As for this abruptly called special meeting, every elected official in Georgia is properly instructed about open meetings and open records law through mandated newly elected officials training and ACCG certification classes.

That fact that we actually paid an attorney to explain open records law after our taxpayers have spent hundreds, if not thousands, of dollars for us to sit in training classes and have it explained to us is inexcusable. We either have members swimming in a pool of ignorance or purposefully attempting to obstruct the news media from gaining access to documents reflecting government misconduct.

Everything I did was in accordance with state law, the attorney's opinion and all the training we have received confirmed this. I have had to deal with Commissioner Oddo's demands to censor my letters to the editor in the past and I said, "No." I suggest consulting the Georgia First Amendment Foundation for further education.

I am going to tell Vice Chairman Ognio and Commissioner Oddo today that I am not going to give-in on your attempts to intimidate and deflect regarding what is going on behind the scenes in government. This meeting today is nothing but an attempt to further obstruct the effort to get information out to the public regarding situations that every taxpayer needs to know.

The average person has no idea just how difficult is to be an honest person trying to promote honesty in government.

All I can do is speculate as to why critical information related to our local government is withheld from people like Commissioner Rousseau and myself. My speculation is there a deep ceded fear the two of us will not stand still and let the abuse happen and we are not afraid to demand transparency and an unprejudiced, objective resolution.

Uninhibited power in government at all levels is the breeding agent for corruption and abuse. Nothing kills our republican democracies like uninhibited power and the lack of accountability.

I have distributed to everyone... in the media here, and I have copies if you would like to see these, I would love for you to come pick one up...I have distributed to everyone here...y'all have this. It is the document that I gave you...two government documents entitled "employee notice." They are the same form, but are for two different employees. One form labeled...and I personally labeled these... "FC Human Resources" is a document that meets all criteria under open records law and had been distributed for open records requests by Human Resources and the County Clerk's Office numerous time. I applaud both departments for adhering to the state law and doing your duty accordingly.

The second document labeled "Steve Brown" is also a document that meets all criteria under the open records law and I distributed it publicly.

There is no difference. Both documents are publicly eligible and both are acknowledgements of some of the horrendous behavior that our employees have had to endure, behavior and other actions that were purposefully withheld from some of the commissioners.

I am deeply concerned that we have government officials actively engaged in cover-ups of government abuse. We can prove that vital information has been purposefully withheld from certain county commissioners, the highest-ranking officials in the county government, the ones who have equal authority and responsibility, all of whom must receive equal communication from the County Administrator.

No more selective justice in Fayette County. No more obstruction and no more dereliction of duties.

All commissioners must have access to government communication and records. We must be able to express ourselves without fear of retribution.

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He continued that he was wondering why the one marked "Steve Brown" was not given out when the open records request was made for what was going on in the 911 call center crisis. Why was the document withheld and why did Steve Brown have to go to Human Resources department and ask to see if there was such a document that existed in the employee file? He stated that was a serious question. He referenced the resolution in the back of the room. He stated it was a value statement that he wrote in 2013 and the Board had voted on every year and he and Commissioner Rousseau have expressed grave concern to whether the Board was adhering to that or not. He stated that one was honesty and integrity and the other concern was to treat everyone like

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you would like to be treated. He stated that the things he read that the employees at 911 had to endure...he would not want to be treated that way. He stated that it was inexcusable and should be publicly acknowledged. He stated that he did not know why the policy and procedures of the county did not apply to the county administrator. He stated that it was documented by the county administrator that the policies did not apply to him.

Vice Chairman Ognio stated that this meeting was not about limiting access to the information in the personnel files. He stated that there was a process in the policy on how to obtain the information. He stated that the Human Resource (HR) department had the responsibility to make sure that certain information in the files were confidential. He stated that there was a process and the open records was that process to be sure that certain information was redacted and not accidentally released to the public. He stated that the other issue was to make sure that nothing was added to the files. He stated that was highly wrong and it did not matter if it was a post-it note or anything else. He stated that things should not be added unless it was done through the HR department using the proper procedure. He stated that he was also concerned with someone accessing the file in a room alone because, with technology it would be easy for someone to take pictures of documents. He stated that these were the issues the HR director had to deal with. He stated that having someone go up and request the files from HR staff, he was sure, was kind of intimidating for that employee. He stated that the Board should lead by example and follow the policies and be held to the same standard that others are being held. He stated that the Board should be willing to abide by policies.

Commissioner Brown stated that he wished the county administrator would abide by the policies. He stated that if any supervisor, department head or supervisor could take a photo of a file no matter what the policy stated. He stated that he was tired of the deflection, the intimidating tactics and that all the documents were going to be put out there. He stated that there would be a river of documents and people will know what the government was doing. He stated that he would not be intimidated.

Vice Chairman Ognio stated that he was not trying to intimidate Commissioner Brown and that he was pointing out that he did not follow policy.

Commissioner Rousseau stated that the Board needed to be careful because it was a complicated matter. He stated that Commissioner Brown had "somewhat of a valid point" when talking about the Board following the rules at the highest level, then those under the Board should follow them as well. He stated that was legit. He stated that the other part of the equation was that there needed to be some parameters. He stated that he would like to see some recommendations made with specific steps and standards made, if the Board was going to go this route. He stated that the Board had entered into an organizational crisis of some sort. He stated that the Board had tremendous latitude as elected officials as outlined in the county attorney's memorandum. He stated that with that it comes a high degree of responsibility in terms of how the Board conducted themselves. He stated that at the highest level, elected officials may need to access information and there was a procedure for that. He stated that the purpose today was to keep the Board from acting irresponsibly or rogue and there should be safe guards in place. He stated that the Board needed to be deliberate and take time and bring the issues in a systematic fashion. He stated that the Board can have rules, but if there were no repercussions for acting outside the rules, then it was not worth the paper written on. He stated that it was wise to have the county administrator and county attorney under the policies. He stated that the Board needed to be careful because the county administrator had a contract that was different from the policies associated with this booklet. He stated that the Board may want to revise the county administrator's contract. He stated that the Board had to be careful to say that the Board would abide by the policies "as they should", and then say "no" for a contract employee. He stated that having the Board follow the policies could have some ramifications. He asked that the county attorney if that statement was correct.

Mr. Davenport stated that it was correct.

Commissioner Rousseau stated that there was an issue that warranted attention and to anticipate the unintended consequences and then come back to view the matter in a more comprehensive fashion. He stated that he was prepared to vote to have staff and the county attorney to come back with some recommendations.

Commissioner Oddo stated that he made no apologies for his time as chairman. He stated that he was taking over at a time when there were hurt feelings that he believed had carried over. He stated that he did the best he could and the county accomplished some very fine things. He stated that the only item on the agenda was whether or not the commissioners should have unfettered access to personnel files. He stated that there were people, who aren't employees of the county, that have personnel files where they work, who would be surprised to find out that anyone, for any reason was going through their files, without their knowledge to look for information. He stated that commissioners should not have the right to go into any file, unfettered without anyone's knowledge to look for information because it was confidential and could be legally confidential. He stated that he had no heartburn looking at this and coming up with procedures that allowed commissioners to go through a process to look for information they feel was important. He stated that the Board should lead by example.

Commissioner Brown stated that the state open records law gives the Board that right. He stated that the information was not confidential. He stated that there were certain things that are exempt and delineated in the county attorney's opinion. He stated that the documents that he had and that he distributed to the press had none of the exempted material in the forms. He stated that the elected officials are in charge of representing the direct interest of the citizens. He stated that he could not find the record that he was asking for from human resources in the pile he was given. He stated that should worry the Board. He stated that he had to go to human resource to see if the file existed. He stated that the Human Resource Director Lewis Patterson was out for lunch. He stated that he asked the human resource staff for a file and it was given to him. He stated that the asked where he could view the file and she directed him to where he could view the file. He stated that he opened the file and there was the document that was not in the human resource batch that was subject to the open records request. He stated that he then asked staff to make five copies and he wrote on one of the copies "I have taken four copies of this form with me." He stated that he signed it and put the date on the back of it and asked staff to place it in the file so someone would know he accessed the record. He stated that if the Board was going to say that searching out the documents was wrong, then there was no need for government.

Vice Chairman Ognio stated that Commissioner Brown admitted to adding something to the personnel file.

Commissioner Brown that he did it as a professional addition.

Vice Chairman Ognio stated that it was illegal and that he had no right to add anything to a personnel file.

Commissioner Brown stated that if acknowledging that he accessed a record was criminal behavior, then put the cuffs on him.

Vice Chairman Ognio read a letter from Dawn Oparah into the record:

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My Dear Honorable County Commissioners,

I would have liked to come this afternoon to deliver my remarks in person but because of the called nature of this meeting I could not get out of my previous planned engagements. However, because of the seriousness nature of what is to be discussed on the agenda I felt compelled to put in writing my thoughts and concerns as a citizen for the public record.

In my preparation for making remarks, I spoke with one of the newer school board member to ascertain what their practices were pertaining to individually gaining access to the personnel file of School Board employees. He said they could not as individual look at the personnel files of any employee. He recommended I talk with the HR director regarding specific Policy. I called and spoke to the HR director and she shared with me why the board members could not individually ask for and gain access to an individual employee's personnel file. It had a great deal to do with privacy and rules and laws. If there is a reason for board members to see personnel file because of pending situation it is done with staff and as a board and generally the school board attorney is called to advise. She did however say an employee can give permission for someone to see their personnel file and if files are court subpoenaed that can be shared with consultation with the school board's attorney about what would need to be redacted. She also referred me to a website about best practices for managing confidential records that stated the following:

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### **Confidential Files**

*You should always treat personnel files just like any other private documents within the company. Normally personnel records are kept within a locked file cabinet that only certain people have access to. You should make sure that these files are only available to the people that have a legitimate and valid reason to look at the files.*

*As a suggestion, you may want to set up a [company policy](#) that the only people that are allowed to access an employee's personnel record are the human resources manager, the employee's supervisor or manager, and the employee himself. By setting up such a policy, you will protect the confidentiality of these files, your [employee's privacy](#) and also limit the opportunities for false documents to get into the files. In addition, by having a policy in place, you have the right to discipline anyone that breaks the policy.*

*Since, like everything else these days, employee personnel files are likely to be available in electronic form, your policy should also address who has access to the databases where employee records are kept. You should limit electronic access to those people and groups listed above.*

I then called the County Manager and asked him to send me a copy of the current county policy on how they handle discipline and grievances, which he did. I also called a county commissioner to ask a few questions to help me understand how far the role of a county commissioner goes. He explained that the Board of Commissioners has the right to see any record in the county, including personnel records.

While I agree with the right to review and or see all records I think how that right is exercised is very important for the protection of the integrity of the Board of Commissioners individually and collectively as to avoid risk or liability. I believe there should be a written policy in place that states the circumstances under which the Board of Commission may gain access to personnel records. I think if it is important enough for one board member to review a personnel file that the whole Board of Commissioners should be informed and jointly agree that an investigation is merited. I don't think **any one** Board of Commission member should be allowed to unilaterally decide to look at the personnel file of an employee. It erodes the trust we put in the process that is in place for staff to handle personnel matters, it crosses lines of authority, it also sets up a potential liability that could incur a law suit should an individual run fowl of proper procedures. I think such a written policy is for the protection of the Board of Commissioners, employees, the managing staff and the citizens of Fayette County at large.

Thank you so much.

Very respectfully submitted,

Dawn Oparah

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Commissioner Brown stated that if one person, as elected official, could not look at government documents because a majority said, no, then you have thrown democracy out the window and transparent government and created the rule of the oppressors.

Commissioner Oddo stated that the discussion was not asking that commissioners could not see government documents. He stated that it was about personnel documents, some of which are sensitive and not permitted and the process required someone look at them and redact them before the Board becomes the arbiter of what can go out or not go out. He stated that it was a simple request.

Commissioner Brown stated that the arbiter of what document could leave the building was the state law of Georgia; state open record law.

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Commissioner Rousseau stated that there was a reason there was a separation of power. He stated that it was a safe guard. He stated that the safe guards are in place so that the Board does not act independently on its own wishes and whims. He stated that he cautioned so that the Board did not make decisions that run into those separations and have staff bring back some things to safe guard abuse of right and freedom of information and the Board's responsibility to have access to the information.

Commissioner Brown stated that the video of this meeting was going to be used by every civics class in every college, university and high school in the state. He stated that he would personally send it to them.

Vice Chairman Ognio stated that Commissioner Brown mentioned the open records, which was an important factor. He stated that if he viewed a personnel file and wanted to take a copy, he was not trained in what to redact and not to redact. He stated that he was sure Commissioner Brown would say he was trained in it, because he took a document, made copies of it and made public record of it without going through the process of the open records that he continued bringing up. He stated that he looked at the attorney's opinion. He stated that the citizens are at the top of the organizational chart. He asked should they have access to those files without redaction. He stated no.

Commissioner Brown interrupted with, "yes."

Commissioner Rousseau called for point of order.

Vice Chairman Ognio continued that the Board had always followed the policies without a vote and it was sad that a vote was needed. He stated that he had no problem with the county attorney and the human resource director reviewing the contract to make sure the administrator followed the policies. He stated that he did have a problem if the Board was not willing to vote to follow the same policies that are expected of everyone else.

Commissioner Brown stated that he agreed with Commissioner Rousseau. He stated that he believed that was something that should be done. He stated that there was nothing in the policy that he did not follow.

Vice Chairman Ognio stated that he had no reason to vote against it then.

Commissioner Brown stated that he asked Vice Chairman Ognio to amend the motion to include the county administrator and if he could not amend the motion, then he could not vote for it.

Vice Chairman Ognio stated that he could not amend the motion because the county administrator was a contract employee.

County Administrator Steve Rapson stated that he had followed the policies since day one. He stated that he was shocked that anyone thought that he had not followed the policies. He stated that he had no problem amending his contract because he had always followed the policies. He stated that the first time it ever came to light was when he had a wreck, two years ago and he still subjected himself to the policy and voluntarily disciplined himself accordantly.

Vice Chairman Ognio amended the motion to include the county administrator.

Commissioner Rousseau stated that he also followed the county policies.

Vice Chairman Ognio amended the motion that all county commissioners abide by the 108 policies and the county administrator and to have the county attorney look into policies around access to personnel files and to ensure that it does not conflict with state law. Commissioner Oddo amended the second.

County Attorney Dennis Davenport stated that it was implied that state law would be followed.

Vice Chairman Ognio amended the motion that all county commissioners abide by the 108 policies and the county administrator and to have the county attorney look into policies around access to personnel files and to ensure that it does not conflict with state law. Commissioner Oddo amended the second. The motion passed 4-0. Chairman Eric Maxwell was absent.

**ADJOURNMENT:**

Commissioner Rousseau moved to adjourn the January 31, 2018 Special Called meeting. Commissioner Oddo seconded. The motion passed 4-0. Chairman Maxwell was absent.

The January 31, 2018 Board of Commissioners meeting adjourned at 1:59 p.m.

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Tameca P. White, County Clerk

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Randy Ognio, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22<sup>nd</sup> day of February 2018. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. White, County Clerk



## Consent #9

**BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
 Randy Ognio, Vice Chairman  
 Steve Brown  
 Charles W. Oddo  
 Charles D. Rousseau

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. White, County Clerk  
 Marlena Edwards, Deputy County Clerk

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

February 8, 2018

6:30 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

**Call to Order**

Vice Chairman Randy Ognio called the February 8, 2018 Board of Commissioners meeting to order at 6:31 p.m. A quorum of the Board was present. Chairman Eric Maxwell was absent due to medical leave.

**Invocation and Pledge of Allegiance by Commissioner Charles Oddo**

Commissioner Charles Oddo offered the Invocation and led the audience and Board in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Steve Brown moved to accept the agenda with the tabling of item #8 to the February 22, 2018 meeting. Commissioner Charles Rousseau seconded. The motion passed 4-0. Chairman Maxwell was absent.

**PROCLAMATION/RECOGNITION:****PUBLIC HEARING:**

1. **Consideration of Petition No. RDP-014-17 Pulte Homes Company, LLC, request approval of the Revised Development Plan for rezoning 1160-05 to reconfigure the street layout; property located in Land Lots 223, 224, 225 & 226 of the 5th District and fronts on SR 92 North.**

Vice Chairman Ognio recused himself from discussion and vote of this item because his brother does a lot of business with Pulte Homes Company, LLC.

Commissioner Brown moved to appoint Commissioner Rousseau as the chairperson for this agenda item. Commissioner Oddo seconded. The motion passed 3-0-1. Chairman Maxwell was absent. Vice Chairman Ognio recused himself.

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*. Mr. Frisina stated that this was the original development plan approved in 2015. He stated that there had been no movement on the subdivision and the road configuration was being changed. He stated that a cul-de-sac was going in and a loop road added. He stated that since there was a change, the petitioner had to go back through the process. He stated that there was a letter from Mr. Greene, who came to an agreement with the applicant to create a landscape between the rear of the lots. Planning Commission and staff recommended approval of the development plan.

Mr. Greene agreed to proceed with the hearing in the absence of a full Board of Commissioners. No one spoke in favor or in opposition.

Mr. Brian Ehram asked the Board for approval.

Commissioner Rousseau stated that his question was centered around whether Mr. Greene had reached a compromise and he was glad that he had. Mr. Greene was not present.

Commissioner Brown asked if the buffering with the neighbors was a condition of the plat.

Mr. Frisina stated that it was not, but that it would be shown on the preliminary and final plat stages.

Commissioner Brown asked how would the agreement become official.

Mr. Frisina stated that they have come to a contractual agreement and the developer would do that.

Commissioner Brown stated that it was between two private parties and did not include the county.

County Attorney Dennis Davenport stated that the plat revision would show the buffer on the plat, so it would be a written immortalization of what was agreed upon to be enforceable by the County.

Commissioner Brown asked if the County would have to officially adopt the buffer.

Mr. Frisina stated that the preliminary and final plat would come back to the Planning Commission.

Mr. Davenport stated that it would be enforceable as part of the final plat.

Commissioner Brown stated that it was the Planning Commission's responsibility to ensure that it was represented on the diagram and that it was approved.

Mr. Frisina stated that it was an agreement between two private parties that it would be shown and the homeowner's association would maintain the landscaping.

Mr. Davenport stated that it was two different options for enforcing; on the plat and the private agreement would give a private claim, as against the parties to the agreement.

Commissioner Brown asked if the buffer was in a deed restricted contract.

Mr. Ehram stated that the buffer would be on the final plat and it was a deed restriction.

Commissioner Oddo moved to approve Petition No. RDP-014-17 Pulte Homes Company, LLC, request approval of the Revised Development Plan for rezoning 1160-05 to reconfigure the street layout; property located in Land Lots 223, 224, 225 & 226 of the 5th District and fronts on SR 92 North. Commissioner Brown seconded.

Commissioner Rousseau asked the petitioner if he had any objections to what had been stated as an agreement.

Mr. Ehram stated no sir.

Commissioner Rousseau asked if there was a homeowner's association that already existed.

Mr. Ehram stated that one would be established when the community was opened.

Commissioner Rousseau stated that it would be shown in the homeowner's association's restricted covenant as well as in the bylaws that the developer would provide this service.

Mr. Ehram stated that it was in the agreement.

Commissioner Rousseau asked if the community would be on public water or well water.

Mr. Frisina stated that it would be on public water.

Commissioner Oddo moved to approve Petition No. RDP-014-17 Pulte Homes Company, LLC, request approval of the Revised Development Plan for rezoning 1160-05 to reconfigure the street layout; property located in Land Lots 223, 224, 225 & 226 of the 5th District and fronts on SR 92 North. Commissioner Brown seconded. The motion passed 3-0-1. Chairman Maxwell was absent and Vice Chairman Ognio recused himself.

Vice Chairman Ognio resumed the position as chairman of the meeting.

## **CONSENT AGENDA:**

Commissioner Brown moved to approve the Consent Agenda as written. Commissioner Oddo seconded.

Commissioner Rousseau stated that he would like to remove the January 25, 2018 Board of Commissioner Meeting Minutes to address changes on page 36, the final paragraph.

Commissioner Brown amended the motion to include item #2 as written. Commissioner Oddo amended the second. The motion passed 4-0. Chairman Maxwell was absent.

**2. Approval of the Water Committee's recommendation to change the 2018 Water Committee Meeting dates and times.**

**3. Approval of the January 25, 2018 Board of Commissioners Meeting Minutes.**

Commissioner Rousseau stated that he recalled his statement to be that "I apologize for that if I have missed something."

Commissioner Brown moved to table to the February 22, 2018 Board of Commissioners meeting. Commissioner Rousseau seconded. The motion passed 4-0. Chairman Maxwell was absent.

## **OLD BUSINESS:**

**4. Consideration of a Memorandum of Understanding (MOU) between the Georgia Department of Transportation (GDOT) and Fayette County Water System to move county utilities from GDOT right-of-way. This item was tabled at the December 14, 2017 Board of Commissioners meeting.**

Commissioner Oddo stated that he was unavailable in December and the two items were tabled by Chairman Maxwell, who was absent. He stated that he would like to table items #4 and #5 until the next meeting when Chairman Maxwell was expected to return.

Commissioner Rousseau asked if there were any time sensitive decisions that needed to be made that could have a negative impact.

Water System Director Lee Pope stated that there were. He stated that Georgia Department of Transportation (GDOT) had requested draft documents for the design by the end of the month. He stated that it was tabled in December to have a letter sent and GDOT responded. He stated that there was no way to get the design documents drafted by the end of February, because the meeting would be taking place at the end of February. He stated that Matt Bergen with the Water System had completed a lot of work to collect data to try to expedite because of the delay from the tabling in December. He continued that staff could not get the field information to the engineer until the Board voted to give permission to develop the task order to have the engineer do the design and allocate the funds.

County Administrator Steve Rapson stated that the county received a letter from GDOT regarding the county's request to assist with the relocation of the utilities that stated that the county did not qualify for a hardship. He stated that the payment could be made in portions and that the \$779,000 would be part of the county's and water department's expense.

Commissioner Brown stated that this had become the most expense roundabout. He stated that when the county was originally approached, it was going to be a federal government grant and all the county had to do was sign on the dotted line and everything would be done for the county. He continued that it had turned into a very expensive proposition.

Mr. Pope stated that it was important to add...

Commissioner Rousseau called the point of order. He stated that he had asked a specific question regarding whether there were any impacts and now the discussion was moving into something else.

Vice Chairman Ognio stated that the Board was to discuss the tabling motion.

Commissioner Rousseau asked if staff was anticipating, in addition to the deadline impact, if there were some financial impacts. He asked if the county would lose a grant or anything of that nature.

Mr. Bergen stated no, but...

Commissioner Rousseau interjected and stated that "no" was all he needed to hear.

Mr. Bergen stated that the MOU had nothing to do with approving the money and that basically the MOU was telling GDOT that the county was agreeing to roll that work into their contract.

Commissioner Rousseau stated that he understood.

Mr. Bergen stated that without the MOU the cost in the original estimate could go up.

Commissioner Rousseau stated that he got it.

Mr. Davenport stated that the motion would have to be tabled to a date certain.

Commissioner Rousseau asked Commissioner Oddo did he still want to table.

Commissioner Oddo asked if it was tabled to February 22, was there any way to meet the deadline, or did GDOT understanding not having a full Board present.

Mr. Bergen stated that basically the deadline had already passed from the December meeting, and that GDOT had been gracious enough to allow it up to this point. He stated that he was not sure they would extend the deadline. He stated that at that point, staff would have to factor in more project management cost because that was rolled into the GDOT contract.

Mr. Rapson addressed Commissioner Rousseau. He stated that staff was trying to get approval to move forward to get a task order for a design. He stated that if the Board did not want to do the roundabout, then there was no point in doing the task orders for the roundabout.

Commissioner Oddo stated that he would leave the tabling and have the Board vote.

Commissioner Rousseau stated that he had made his position known on this item. He stated that the Transportation Committee had helped him with his position in stating that this did not rise to the level of top priority. He stated that in addition, he had stated that spending this kind of money to move water lines when there are individual in the community asking for fresh water did not justify the cost in his opinion. He stated that he did not want to lose money from GDOT, ideally. He stated that he was opposed to tabling this item because of the sensitivity. He stated that he wanted to be forthright and transparent in his objections to spending this kind of money. He stated that in his conversation with staff and reviewing the documents; \$780,000 was not necessarily allocated for this year and he did not think it was responsible.

The motion failed 2-2; with Commissioner Brown and Commissioner Rousseau voting in opposition.

Commissioner Brown moved to put in writing a statement to the Georgia Department of Transportation related to the roundabout projects at SR 92 at Seay Road and SR 92 at Antioch Road, telling them that the county no longer had an interest in the projects due to the cost related and if the money could be used for another project on the county's priority list that it be used for that. Commissioner Rousseau seconded.

Commissioner Oddo stated that the project had been in the works. He stated that the county changed Boards more frequent than GDOT changed staff. He stated that GDOT had a difficult time planning and projecting the needs of the county and this was GDOT coming to the county and received approval at the start. He stated that now this was a

subsequent Board changing their minds. He stated that this made it difficult to work with GDOT. He stated that he understood Commissioner Rousseau's thoughts on this project and that if the county did not contribute it would not receive anything. He stated that the county was leveraging \$700,000 into \$8 million and the county was losing that. He stated that this did not help the relationship with GDOT.

Commissioner Brown stated that it was a GDOT originated project and not a Fayette County originated project. He stated that the county was told that there was federal grant that was "somewhat" all-inclusive and the county accepted. He stated that it seemed to be a deal that was too good to be true and it was, because the county had to move seven water lines. He stated that GDOT was not going to be offended because the county was giving them \$8 million back to use anywhere in the state that they wanted to for a similar project. He stated that the money should be used for the higher priority projects.

Mr. Davenport stated that the Board was discussing the projects which was the next item on the agenda. He stated that the current item was for moving the utilities from the right-of-way. He stated that the motion should be amended to address the utilities issues first.

Commissioner Brown amended the motion to oppose the water utility movement. Commissioner Rousseau amended the second.

Commissioner Oddo stated that he would like to include that the decision was not unanimous.

The motion passed 3-1. Commissioner Oddo voted in opposition. Chairman Maxwell was absent.

**5. Staff update on the proposed GDOT roundabout projects on SR 92 at Antioch Road and Seay Road (GDOT PI 009971 and 009972) and consideration of GDOT's request for Fayette County to enter into a Local Government Lighting Agreement and Landscaping Maintenance Agreement for the projects. This item was tabled at the December 14, 2017 Board of Commissioners meeting.**

Commissioner Brown moved that the county would not go through with the plan as stated on the roundabout projects related to SR 92 at Antioch Road and Seay Road and that a letter be sent to state that the county was no longer interested in the project and if the money could be used on any other project on the priority list, then the county would use it for that project.

Mr. Mallon stated that he did not know if this action would stop the projects. He stated that GDOT may proceed regardless. He stated that if GDOT proceeds and the county elected not to participate in the relocation, then the county would still be responsible for the relocation and it would be on the county's "nickel" and would be even more expensive.

Commissioner Rousseau stated that the county was already doing it on "our nickel".

Mr. Mallon stated that GDOT had proposed rolling the cost into their contract and to have their contractor do it would offer the county savings and benefits. He stated that if GDOT continues with the project, which they may do, despite the Board's action, the Water System would still be required to relocate, but at a higher cost.

Commissioner Rousseau stated that he understood that, because the county was in the right-of-way.

Commissioner Rousseau seconded the motion.

Commissioner Brown stated that GDOT was here at the last meeting and heard the Board ask staff about the funding and he was disappointed that no one had come back to give answers to the questions. He asked if GDOT was invited to attend.

Mr. Mallon stated no. He stated that he did not expect to have an answer about the utilities by the meeting.

Commissioner Rousseau stated that he read through the documentation and he was confused. He stated that the documents had dates from November 19, 2013, May 9, 2014, April 5, 2017, March 14, 2016. He stated that GDOT heard what the Board's reservations were. The county would prefer not to spend \$780,000 on moving utilities. He stated that the Board asked for assistance in doing this. He stated that he had been notified that a response came in at 5:00 p.m. and that the dates were so long ago that it puzzled him as to why the response and coordination took so long. He stated that he felt bullied and he did not like it. He stated that he saw the trepidation on staff's face because these were projects that staff would like to see done. He stated that he was being asked to decide on the movement of traffic versus the use of dollars when people are asking for water.

Commissioner Brown stated that he agreed with Commissioner Rousseau.

Commissioner Oddo stated that the letter received was not a result of going back for three years. He stated that there was a lot of work going back three years. He stated that the letter was from a request made in December.

Commissioner Rousseau stated that he was compelled to consider how long this project had taken. He stated that the GDOT needed to coordinate better.

Vice Chairman Ognio stated that he had not approved the project from the start.

The motion passed 3-1. Commissioner Oddo voted in opposition. Chairman Maxwell was absent.

## **NEW BUSINESS:**

### **6. Consideration of whether to object to Fayetteville annexation of property on Ellis Road and Banks Road, and the rezoning of said property from R-20 and A-R (Agricultural-Residential) to Residential townhouse-condominium district (RT-C).**

Mr. Frisina stated that this annexation request was received from the City of Fayetteville on the 16<sup>th</sup>. He stated that if the Board chose to object, a response would be required by February 15. He stated that the property was approximately 44 acres. He stated that the proposal was to put in 162 residential lots at approximately 7500 square feet. He stated that it was substantially denser than what the county would allow. He stated that this was an area where the land use plan called for one unit per acre and this development was approximately 3.65 units per acre on gross. He stated that state law required that staff look at the material increase in burden. He stated that public works looked at the traffic system and they believe it would be an impact on the road system and environmental management looked at it and determined that it could increase flow. He stated that for these reasons, staff recommended objection. He stated that he had written a draft letter for the Chairman to sign with conditions. The conditions included: a traffic impact study to be provided by the owner/developer and mitigation major improvements, if warranted to be identified and agreed upon by the Board of Commissioners, City Council and developer, establishing a zone of influence and impact to level service litigation majors and concept cost estimates for the majors. Additional conditions included was that the owner/developer shall update the 2013 limited detailed flood study to incorporate the increase density as requested to stay in compliance with the Metropolitan North Georgia Water Planning District requirements. The owner/developer shall perform all design improvements to meet the standard and any other data systems impacted downstream, the owner/developer shall submit a flood management plan to demonstrate there was no increase in current or future condition flood hazard areas



of the properties downstream and Fayette County Environmental Management would review and approve all hydrology and stormwater management plans prior to development.

Commissioner Brown moved to object to Fayetteville annexation of property on Ellis Road and Banks Road, and the rezoning of said property from R-20 and A-R (Agricultural-Residential) to Residential townhouse-condominium district (RT-C). Commissioner Rousseau seconded.

Mr. Davenport asked if the motion included the fact, that if the objection could be adequately addressed, if the conditions of the draft letter are met. He asked if that was the intent of the motion.

Commissioner Brown stated no. He continued that it would be a pipeline full of cars coming through with the widening of McDonough Road. He stated that it would open a ton of capacity. He stated that the state was going to make it a state highway and it would hit near this development. He stated that it was going to be a bottleneck in the historical part of downtown. He stated that the church and historic courthouse would not be moved from the median because they were all protected under one right or another. He stated that it would be a massive traffic jam in downtown Fayetteville. He stated that he prayed that Fayette would learn from the counties north of Fayette; north of I-20. He stated that they have all done this and created traffic nightmares. He stated that the other counties are willing to pay for mass transit trains that only 7% of the commuting population used. He stated that the only thing that Fayette had going for it was the high quality of life. He stated that Fayette County was the only county of the 10-county metropolitan Atlanta area that was not on the interstate highway system. He stated that citizens have stated in the recent surveys and through input with the Comprehensive Plan Study that they wanted to "protect the rural residential lifestyle". He stated that it was an abundantly clear message from all the citizens of both the county and municipalities. He stated that he wished all the members of the City of Fayetteville council the best and that they make good successful decisions, but that if we continued to do this on a piece mill basis and continued to develop lots with this density, people will not want to live in Fayetteville because they will not be able to go anywhere in reasonable period of time. He stated that corridors were being created with no ability to expand.

Commissioner Oddo asked Commissioner Rousseau if he agreed on Commissioner Brown's conclusion of what he was making the motion on. Commissioner Rousseau stated he was clear.

Commissioner Brown stated that he was willing to come back to talk about some of the things. He stated that one thing that he saw on the plan that he did not like was the recreation amenity on the main road which was a dangerous thing because there would be a lot of small kids.

City of Fayetteville Mayor Edward Johnson stated that there had been lengthy conversations with the commissioners about the project. He stated that staff had given an excellent recommendation on conditions that allowed the city to manage this development to the point that there would be a traffic study and infrastructure study. He continued that the city would not allow the density if it could not be accommodated by either infrastructure or traffic. However, just as the county's comprehensive plan had indicated that the citizens would like to maintain the rural atmosphere, the city's comprehensive plan indicated that people want downtown development. He stated that there could not be successful retail in the downtown without density. He stated that there needed to be a variation of the types of homes to attract young people who are bringing their families to be able to afford housing in the Fayette County area. He stated that the City of Fayetteville was willing to take the gamble and annex additional property and taking on the burden of the increase on the infrastructure to be able to handle this. He stated that the staff and Council for the City of Fayetteville were capable and competent enough to manage the growth. He stated that many people in the homeowner's associations and town hall meetings, consistently stated that they wanted a vibrant walkable downtown, retail and chef driven restaurants. He stated that the city could not provide that unless there was the density and people in the city to support that. He

stated that he felt the conditions allowed the city to manage the density and if the Board wanted to approve it without the conditions, then the Board was not given the City of Fayetteville the respect to believe that they could manage the property.

Commissioner Brown stated that he had no problem with having this come back. He stated that it was not an absolute rejection for anything going on that site. He stated that this development was in a really bad spot.

Mayor Johnson stated that it was discussed and solutions made to mitigate the anticipated massive amount of traffic that would flow in that area. He stated that the city was willing to do a traffic study. He stated that the city wanted to increase traffic because it would have people slowing down to see the retail and activity in the downtown area and attract people from outside of Fayette to want to come in to enjoy the amenities.

Commissioner Rousseau stated that he publicly apologized because he had not spoken with staff at the city on this particular project. He stated that he did speak to city staff about another project, around the corner from this one, and discussed how this impact could be mitigated. He stated that when he saw this project so close to the other, his antenna went up in terms of impact, hence his posture on this particular position. He stated that he did have some concerns that he would be happy to discuss with the Mayor.

Mayor Johnson stated that the city would prefer to have some open dialogue and conversation before coming to the Board to be rejected by the Board without having the benefits of the rationale or reasons that probably could be adjusted to make it a more palatable project for the Board to accept and allow the annexation.

Mr. Frisina stated that there was one opportunity to make a decision and deliver it to the City of Fayetteville by February 15, 2018. He stated that beyond that date there would be no authority to object. He stated that once the Board objected it would begin the arbitration process.

Commissioner Brown stated unless the City withdrew the request to further the conversations. Mayor Johnson stated that he would have a conversation with the council and that the City was willing to do that.

Commissioner Oddo stated that he was ready to object with the conditions. He stated that he believed the city was doing its best. He stated that he did have concerns. He stated that the only problem he had was that the annexation seemed to be backwards and by the time the county found out about it, the Board was in a position to have to vote on something that is not clear if it had been accepted by the city. He stated that he did not have any particular objections. He stated that he would appreciate if the City of Fayetteville was gracious enough to discuss this further.

Mayor Johnson stated that he agreed that the process was not perfect. He stated that city staff was overwhelmed with the number of request and staff was gearing up for the tremendous growth that has occurred.

Commissioner Rousseau stated that he was concerned that the county and city was not collaborating as best as they could. He stated that he would like for all the cities and the county to pull out a huge map and begin to look at where we would ideally like to see expansion and what could fit that would accommodate the mutual interest and needs to grow the county; managed growth. He stated that he learned that there are some periodic meetings that take place and he was disappointed to know that he never knew what came out of the meetings.

Mayor Johnson stated that he welcomed the opportunity to sit down with the county staff to make sure it was in the best interest of all parties.



Commissioner Rousseau stated that he would like to “throw that out” futuristically. He asked for clarity on the proper way to procedurally proceed.

Mr. Davenport stated that there was a time frame of ten days at the end of the thirty-day period after the objection, where DCA would have to be notified. He stated that as long as the Board was within that window, Fayetteville was free to act in the way they choose. He stated that if they choose to withdraw, it would take away the obligation of notifying DCA and if the City did not withdraw then the obligation was there.

Mr. Frisina stated that the motion would be to object and it would be great to include the conditions, but it had to be delivered to the City no later than February 15. He stated that in the meantime, if the developer was to withdraw the application and the County received notification of the withdrawal, then this would all become mute.

Commissioner Oddo stated that the Board should object with the conditions.

Commissioner Brown stated that he did not necessarily agree with the conditions.

Mayor Johnson stated that he agreed with Commissioner Brown and Rousseau. He stated that the City needed to have a Special Called meeting to withdraw this, then have it come back.

Mr. Frisina stated that if the Board was to make a motion to object, it was good to add conditions. He stated that if the Board wanted to add conditions, now would be the time to do it. He stated that once the Board objected, it would have to be delivered to the City by February 15 and within 15 calendar days from the objection, DCA would have to set an arbitration panel. He stated that if it was withdrawn in that amount of time then the objection was mute.

Director of Planning and Zoning Jahnee Prince stated that she and Mr. Frisina met to discuss the conditions and what needed to be done. She stated that the city staff would start working on this right away to get it done as fast as possible. She stated that staff would ask the applicant to withdraw to buy more time if needed.

Vice Chairman Ognio stated that the objection had to state the burden for the county.  
 Mr. Davenport stated that the report from Mr. Frisina described that burden.

Commissioner Oddo asked if this was a motion without conditions. Commissioner Brown stated correct.  
 Commissioner Oddo stated that he would vote against that. He stated that in the event that the Board had to go to arbitration he would rather have conditions provided.

Commissioner Brown moved to object to Fayetteville annexation of property on Ellis Road and Banks Road, and the rezoning of said property from R-20 and A-R (Agricultural-Residential) to Residential townhouse-condominium district (RT-C). Commissioner Rousseau seconded. The motion passed 3-1. Commissioner Oddo voting in opposition.  
 Chairman Maxwell was absent.

**7. Consideration of staff's request to allow Joe Scarborough to assist the Virgin Islands Territorial Emergency Management Agency, ICC, FEMA and GEMA in recovery effort by volunteering his knowledge and experience in permitting, plan review and inspection of all construction repairs and rebuilds.**

Commissioner Rousseau moved to approve to allow Joe Scarborough to assist the Virgin Islands Territorial Emergency Management Agency, ICC, FEMA and GEMA in recovery effort by volunteering his knowledge and experience in permitting, plan review and inspection of all construction repairs and rebuilds. Commissioner Brown seconded.

Commissioner Oddo stated that he thought it was a good idea and thanked Mr. Scarborough for agreeing to do it.

Building Safety Director Joe Scarborough stated that four months ago, two Category 5 hurricanes struck the U.S. Virgin Islands within two weeks of each other. On September 20, 2017 Hurricane Maria struck St. Croix with 175 MPH winds and continued northwest, also devastating St. Thomas and St. John Islands. Two weeks later, Hurricane Irma, one of the strongest hurricanes on record, again ravaged all 3 islands with 185 MPH winds. In an effort to aid in the recovery efforts, the International Code Council, FEMA, GEMA and VITEMA are requesting certified Building Officials, Plans Examiners and Inspectors to assist with the permitting and inspections of almost every structure on the islands. The amount of construction need is astronomical for existing personnel to handle. Volunteers are asked to participate in this effort for a 30-day period. The salary, airfare, motel, meals and car rental are reimbursed. Department of Building Safety has funds to cover all expenses up front. Emergency Management Director Mike Singleton will assist in filling all required forms for complete reimbursement. Departmentally, the department is in the off-season for new construction starts. In his absence, the staff will be able to meet the daily permitting and inspection workloads without assistance. Assistant Director Steve Tafoya was prepared and exceedingly capable of assuming the duties as Director until he returned. GEMA advised that there are areas of cell phone and internet service so he should be able to periodically check in with Steve Tafoya, Pete Frisina, his immediate supervisor and Steve Rapson, the County Administrator.

Commissioner Brown stated that the total cost was \$22,929.80 that would be reimbursed from the agencies mentioned. Mr. Scarborough stated yes.

Commissioner Rousseau stated that he objected to the use of operation dollars from Building Safety account. He stated that it should come from contingency and wait for reimbursement in case the funds are needed while he was gone.

Commissioner Rousseau amended the motion to include that the funds come from contingency if appropriate.

Mr. Rapson stated that if approved, staff would set up a separate revenue stream and expenditure for this. He stated that none of it would come from the general fund operating account, but from a special revenue fund from the fund balance.

The motion passed 4-1. Chairman Maxwell was absent.

#### **8. Consideration of a proposal from Commissioner Brown for changes to the agenda deadline schedule.**

At the acceptance of the agenda, this item was tabled to the February 22, 2018 Board of Commissioners meeting.

#### **9. Consideration of Commissioner Steve Brown's request to approve Resolution 2018-05 to remove Fayette County from Regional Transit Planning and the burden of funding such projects.**

Commissioner Brown stated that there were two emails on the dais; one email from Shane Robinson, Vice Chair of the Transportation Committee and a memorandum from Mayor Eric Dial. He stated that in the Georgia General Assembly, which was in session, there have been one bill that dropped and another one that was about to drop that would create regional mass transit authorities. He stated that he had a lot of hesitation on how it would go through the legislature. He stated that some of the bills appear to be "opted-in" and others may not, but by the time the bill goes through the committees it could look completely different. He stated that was how the T-SPLOST was passed in 2012. He stated read the following Resolution into the record:

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## RESOLUTION TO REMOVE FAYETTE COUNTY FROM REGIONAL TRANSIT PLANNING AND FUNDING

- WHEREAS,** Fayette County has a population of approximately 110,000 and a land mass of almost 200 square miles; and
- WHEREAS,** Fayette County's projected population for 2040 is expected only to be 143,255; and
- WHEREAS,** MARTA and the Georgia Legislature are considering regional oversight, consolidation and funding of mass transit for the metropolitan Atlanta Region; and
- WHEREAS,** Transit projects for Fayette County would be cost prohibitive and not suited for the county's low density land use plan; and
- WHEREAS,** Fayette County commuters make up an extremely small portion of the ridership with mass transit in metropolitan Atlanta; and
- WHEREAS,** Fayette County's ability to draw economic development and quality residents is not dependent upon mass transit, but, rather upon its unique rural quality of life; and
- WHEREAS,** The culture within Fayette County frowns upon a system that is not close to self-sustaining, requiring enormous subsidies; and
- WHEREAS,** It is the duty of all jurisdictions in Fayette County to focus on protecting our quality of life, keeping residential density low, maintaining our excellent school system, keeping our roads less congested, preserving our green spaces and continuing our exceptional commitment to public safety, all of which keeps our community strong and able to attract high paying jobs to Fayette County, and we should avoid attempts to mimic the more rampant growth patterns and drawbacks of other parts of the region; and
- WHEREAS,** Fayette County has no transit projects in the regional Concept 3 transit plan; and
- WHEREAS,** Neither the State nor the Atlanta Regional Commission have yet to identify future transit expansion and maintenance revenue sources; and
- WHEREAS,** Neither the State nor the Atlanta Regional Commission have yet to identify the maximum cost per transit rider they are willing to accept or offer solid projections on cost-benefit analysis versus other forms of transportation; and
- WHEREAS,** Neither the State nor the Atlanta Regional Commission have clarified whether citizens and their local governments will be forced to sacrifice State and Regional funding for road infrastructure and maintenance at the expense of funding open-ended transit agendas;

**BE IT THEREFORE RESOLVED THAT** the Board of Commissioners of Fayette County does hereby formally request to all regional and state entities that Fayette County be exempt from implementation and funding of regional transit planning.

So resolved this 8th day of February 2018,

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Commissioner Brown continued that all the transits had plus billions of dollars in their budgets. He stated that Fayette's budget was one miniature project for them. He stated that in past April 4, 2012 minutes, the county had Cain Williamson, ARC come in and he gave a presentation on the regional transit scenario called T-SPLOST in 2012. He stated that it failed in every county in metropolitan Atlanta. He read an insert from that minutes. He stated that there was no additional funding for future maintenance. He stated that the mayor of Roswell and the Fulton and DeKalb County Commission Chairmen stated that it was time for everyone in the region to start paying for mass transit. He stated that the resolution just says that the county would rather not pay for someone else's transit. He stated that it was good to let legislation know where the county stood on this topic.

Commissioner Brown moved to approve Resolution 2018-05 to remove Fayette County from Regional Transit Planning and the burden of funding such projects. Commissioner Rousseau seconded.

Ms. Robinson stated that the Transportation Committee met and discussed the resolution. She stated that the committee did not have enough time to go over the resolution. She stated that the committee felt that it was left in the dark and perhaps it would have been better to have more conversation on this topic. She stated that the committee did not feel it was wise; it was premature to pull back at this minute. She stated that it was a lot of benefit to being present in the discussions. She stated that it would be an opportunity to opt-out or opt-in. She stated that the Transportation Committee would like to place it on their next agenda and have Commissioner Brown present to discuss it.

Commissioner Rousseau stated that was a reasonable request. He stated that Georgia was one of only a few states that use their gas tax to put towards roads. He stated that there were missed opportunities to expand transit, by right-of-way and etcetera. He stated that some things have changed and the contributing factor was what created this. He stated that the money was only used for roads and not invested in other things like other big cities. He stated that he recognized the county was not the city and that was the difference. He stated that he was sensitive to that. He stated that he was open to having more dialogue before a decision was made. He stated that the county was outdated in its position because the county did not belong in the region as of 2012, but that it was changing. He stated that he was interested in hearing more before adopting the resolution as the county's official position. He stated that when he received information the night before a meeting he was almost a no vote, because he did not have time to digest the information and ask questions.

Vice Chairman Ognio stated that in Mayor Dial's defense, he did not know this would be on the agenda and when Mayor Dial realized it, he contacted him and asked that he send him what was on the agenda so that he could respond. He stated that in the letter that it was important to note that almost 10 years ago under former Chairman Herb Frady, Fayette County opted-out of regional transit committee and the county does not pay the accompany \$5,000 per year fee. This action was taken due to the lack of interest to bring mass transit in any form to Fayette County. He stated that the county did not participate in the planning or funding of transit at this level. He stated that the resolution was not clear about whether the county was "re-upping the opt-out" at the Atlanta Regional Commission. He stated that he realized the bills are being dropped and they are supposedly opted-in processes, but anything could happen. He stated that he was not clear on what ARC was developing. He stated that ARC was creating a new department for transit and he did not know what the final reaches of that department would be. He stated that he agreed in principle that the county did not need to be a part of the payment for regional transit, but he worried that if Fayette was totally removed from the picture then how would we know what was coming until it was too late. He stated that when he spoke to Senator Marty Harbin, he was told that anything that was sent past last Tuesday would not have any effect on anything going forward. He stated that he agreed that it would have been nice to have this come before the Transportation Committee.

Commissioner Oddo stated that he would like to point out that it would behoove the Board to use the Transportation Committee to help plan transportation in the community. He stated that the Board should route items like this through the committee for input. He stated that this was the suggestion from the members of the committee. He stated that the county

did not know what the ramifications of pulling out would be. He stated that the county may not want mass transit, but should consider all the ramifications before saying no. He would like to see this vetted through the committee.

Commissioner Brown stated that it was on the agenda because it would be voted on by the time the Transportation Committee meets again, so the county would have no voice. He stated that there was nothing in the resolution that the county had not committed to year after year. He referenced the legislation that created the 2012 T-SPLOST. He stated that he did not want the county to be voted into something from a majority of voters and then have the county pay for it.

Commissioner Rousseau asked if there had been conversation with the delegation to say that the county was ambivalent about this.

Commissioner Brown stated that this was not an opt-in or opt-out, but it was to say that the county did not want to participate in the planning and funding of a regional transit system right now. He continued that it was not saying vote anything, it was just a statement of fact. He stated that last year the county had Matt Ramsey and Ronnie Chance and he worked with them on this. He stated that the county did not have that type seniority in leadership anymore. He stated that it was nothing against those in the post currently, but they were brand new and their leverage was weak at best due to seniority.

Vice Chairman Ognio asked for a friendly reminder to send the resolution and remove "planning" in the "Therefore statement" and in the title.

Commissioner Brown amended the motion to strike "and planning" from the title and remove "planning" from the "Therefore" clause. Commissioner Rousseau amended second.

Commissioner Oddo stated that the Board created a Transportation Committee was going around the committee. He stated that the Board does legislative packages every year and this should have come to the Board earlier instead of the last minute. He stated that the wording was all Commissioner Brown and he did not know if he agreed with the wording. He stated that the Board was rushing this through for worry of being in the ARC. He stated that this was not the way to govern.

Commissioner Brown stated that the county was not in the planning now.

Commissioner Rousseau stated that Commissioner Oddo's point were well taken.

Commissioner Oddo stated that if this should be approved, that the letter would indicate that this was not a unanimous decision.

The motion passed 3-1. Commissioner Oddo voted in opposition. Chairman Maxwell was absent.

The Board recessed at 8:25 p.m.

The Board reconvened at 8:39 p.m.

#### **10. Discuss and act on staff's privatization RFP for the Animal Shelter without authority to do so from the Board of Commissioners.**

Commissioner Oddo stated that the next two items on the agenda had risen to a level of great importance and Chairman Maxwell was absent. He stated that due to the seriousness of the nature of the items he really felt a full Board should be present to discuss these items. He stated that he was respectfully asking the Board to table items #10 and #11 until the next meeting when Chairman Maxwell was due back.

Commissioner Oddo moved to table items #10 and #11 to the February 22, 2018 meeting.

Commissioner Brown asked to have the motions done separately; one at a time.

Mr. Davenport stated that he would defer to Commissioner Oddo as to whether he wanted to split the motions up. He stated that if he wanted to split the motion it was his prerogative to do so.

Commissioner Brown stated that he would appreciate it if Commissioner Oddo would split the motion.

Commissioner Oddo stated that the discuss can be had for both items and the Board can decide.

Commissioner Brown stated that there were people who have flown in from other states to be here for this agenda item. He stated that he understood that Chairman Maxwell was absent, but government did not stop because one commissioner could not be present. He stated that he had a very legitimate excuse. He stated that if there was someone who spent a great deal of money to fly here, the Board should at least allow them to come to the podium to speak regarding the issue they came to speak about. He stated that the animal control issue was not an earth-shattering issue and he could not understand why the Board would table it. He stated that the ones who came from out of town deserve to have item #11 heard or the county owed them a check for their airfare.

Commissioner Oddo stated that sometimes these things happened. He stated that Chairman Maxwell should be here to discuss. He stated that the items had been raised to this level by Commissioner Brown and based on the conversations Commissioner Brown stated that he had with Chairman Maxwell, he would want to weigh in on this discussion. He stated that anyone could speak during public comments.

Commissioner Rousseau stated that he agreed that there was serious issues and items, particularly for item #11. He stated that he had reservations and concerns that when a quorum of the Board was present, the county business did not stop because someone was not available. He stated that it may rise to the level, as indicated, that it was serious enough for all members to weigh in, but the Board still had an obligation to handle the county business. He stated that he had some concerns for request for volumes of documents that the Board had gone back and forth about with request to various departments and to the clerk. He asked if all the documents that had been requested were in his possession.

County Clerk Tameca White stated no.

Commissioner Rousseau continued that he was concerned that if anything was brought up that he did not have documentation for, that he was inclined to table to give enough time to get the documents. He stated that if the Board did not have it then he did not know if the Board was being fair in the deliberation of this issue.

Commissioner Brown stated that there was no additional information for item #10. He stated that the Board could ask for any document and receive that document. He stated that he had been asking for documents and sometimes he was getting them and sometimes he was not getting them. He stated that he was getting a lot of documents from third parties that was not on file with the county so there was always going to be an instance where the Board may not have all the documentation. He stated that he may never receive all the documents requested and that this the request to table could arise at every meeting.



Commissioner Rousseau stated that the request was asking specifically for quite a bit of documents and he was concerned about giving this matter fair, open deliberation without all the documents which would color his decision making.

Commissioner Oddo stated that five years ago, Commissioner Brown stated to him that when a commissioner asked for a tabling it was professional courtesy that it be done. He stated that he was asking for professional courtesy to table this item to have Chairman Maxwell here to discuss this item.

Commissioner Brown stated that the Board did try to accommodate when there was a request to table, however not two items at a time. He stated that was above decorum to ask that two agenda items be tabled simultaneously.

Vice Chairman Ognio stated that on February 1<sup>st</sup> he sent an email to the Board that he was planning to move to table the items if Chairman Maxwell was not here, in order to avoid the issue of having people show up and not be able to speak on the items. He stated that he sent it to everyone.

Commissioner Brown stated that there was no guarantee that Chairman Maxwell would be present at the next meeting. He stated that he would like an agreement that if Chairman Maxwell was not present at the next meeting that the Board would proceed with this item regardless.

Commissioner Rousseau stated that separating the items was the best course. He stated that his concern was for item #11 and not having all the information at his disposal there.

Commissioner Oddo amended the motion to table #10 to February 22, 2018.

Commissioner Brown stated that he just had it on the agenda to decide what to do because the County Administrator acted without proper authority. He stated that it was not the way it should have been done. He stated that the RFP had already come back and no one responded and he was disappointed in the way it was done.

Vice Chairman Ognio asked if this was the discussion to table. Commissioner Brown stated yes.

The motion failed 2-2. Commissioner Rousseau and Commissioner Brown voted in opposition. Chairman Maxwell was absent.

Commissioner Brown stated that he had mentioned in several meetings why things were not proceeded that were approved with a 5-0 vote. He stated that there was no good explanation to why certain things were not proceeding. He stated that there were things such as the animal shelter and having department heads speak at the annual retreat that had not been done as voted on and the other error was that something was done that was not approved and was not consulted. Commissioner Brown stated that Commissioner Rousseau brought this up as a suggestion and the Board was told something would come back to the Board on October 26 and nothing came back to the Board. He stated that he got a call from a citizen to chide him on how poorly the RFP was written and he had to admit he did not know what she was referring to because the Board had not approved anything. He stated that the day after, the Board received an email from the County Administrator saying that no one had responded to the RFP. He stated that the animal shelter was the biggest issue of 2016. He continued that the County Administrator did not have the authority not to go forward on

projects that the Board had approved and the inverse was also true. He asked if the Board wanted to see an RFP go out with Board consultation and Board vote and bring in animal advocates to review before sending it out.

Vice Chairman Ognio stated that staff had the authority. He stated that it is stated in policy 200.01. He stated that the Board had never, since his time on the Board, voted or had input to an RFP. He stated that it was good reason for that. He continued that it was separation of powers. He stated that the county did not want anyone saying that the RFP was created in a way to give advantage to someone that a member of the Board knows. He stated that staff had the authority. He stated that no one mentioned or asked questions about why it was not on the October 26 agenda. On November 3 there was an email that informed the Board that there were questions about the RFP and that it was in the process of going out. November 14 there was the weekly County Administrator's report that updated the Board about what was happening in the county. It is emailed every Tuesday. He stated that the next Tuesday it was on the report and on the next. He stated that he did not know how the Board could not know that it was moving forward. He stated that he did not agree with the wording "had the authority" because staff had the authority. He stated that the Board did not have input of privatizing the permit department in 2013. He stated that he felt the staff was doing due diligent to keep the Board from wasting time talking about something that was not going to happen anyway. He stated that if the RFP had gathered proposals, it would have then come to the Board for approval. He stated that there were conversations between the County Administrator and the animal advocates when this was going on and there were changes made to the RFP. He referred to the County Administrator.

Mr. Rapson stated that he would not characterize this as a misunderstanding. He stated that this started in August and he had several conversations about should privatization be an issue. He stated that he had a conversation with Commissioner Rousseau and looked at Dekalb as a possible model. He stated that he was not surprised in September. He stated that the minutes stated that "he [Commissioner Rousseau] stated that he would like for the Board to consider giving instruction for the County Manager to look at someone else to, or another agency running, the animal shelter." He stated that on page 201 of those minutes, "Commissioner Rousseau stated that he would like to have the Board approve staff exploring a RFP for the privatization of the animal shelter. Mr. Rapson stated that staff would bring that to the Board at the October 26 meeting." He stated that he meant that staff would turn that around as quickly as possible and come back with a staff's recommendation after the RFP hit the street at the October 26 meeting. He stated that was an over reach on his part because it was a more complicated process. He stated that on October 9 he instructed Animal Shelter Director Jerry Collins to look at Dekalb RFP and another email was sent on November 3. He stated that Purchasing Director Ted Burgess sent a consultant RFP out. He stated that he had him pull that back because that was not what the Board instructed. The direction was for an RFP to privatize. He stated that the email from Leah Thomson came because Mr. Burgess did not pull the RFP from the county's website. He read an email sent to Ms. Thomson explaining why the consultant RFP was pulled and that Mr. Collins would be sharing the scope of work with Stephanie Cohan from the Humane Society once a draft was ready. He stated that email went to the Board of Commissioners. He stated that on November 11 he sent his final edits and on November 14 he sent his County Administrator's report. He stated that Ms. Cohan sent back questions, the questions were answered and the RFP was released on November 28. He continued that the bid opening was December 27 and he notified the Board on November 28 that RFP was on the way with a letting in December. Addendum #1 was sent out with an updated organizational chart and December 12 it was released. He stated that Rebekah Tate, who was another advocate, sent various RFP questions and Addendum #2 was sent out on December 19 and the Board received another update of that update. He stated that on December 27 there were no bids and the first thing he did was to have Mr. Collins reach out to the advocacy groups to find out why they did not bid. He stated that there were various reasons, but none was because that the procurement was bad. He stated that on January 5 he notified the Board that no bids were received and at that point Commissioner Rousseau stated that he did



not know the RFP was out. He stated that staff was not acting without authority. He stated that when saying that, the Board was questioning the integrity of the Purchasing Director. He stated that Mr. Collins did not want to privatize the shelter, but staff was proceeding with the belief that they had clear Board direction. He stated that from now on, staff will ask the Board to vote on direction that they want staff to take. He stated that staff had never brought a RFP before the Board to vote on.

Commissioner Brown stated that he did not hold Mr. Burgess responsible, he held Mr. Rapson responsible because he was Mr. Burgess' boss. He stated that if the Board was going to do a RFP then staff would waste a lot of time. He stated that no one said send out a RFP. He stated that the email referenced for October 10 did not have the Board copied. He stated that in response to Vice Chairman Ognio's comments, the Board voted on the stormwater project RFP's because the projects were approved by the Board. He stated that when Public Works needed gravel the RFP's are sent out because the Board approved it in the budget. He stated that the Board voted on everything. He stated that any project that the county did had to have Board approval.

Commissioner Oddo stated that this was totally disingenuous. He stated that the Board had never weighed into the creation of an RFP. He stated that if there was a misunderstanding it had been acknowledged. He stated to disparage what staff had done, so incredibly well over the last five years was ridiculous. He stated that they had not exceeded authority and staff had performed exactly the same since both had been on the Board. He stated that he believed staff should take a vote because he could not trust the group.

Commissioner Brown stated that when the Board approved the expansion of the animal shelter and he asked why the project was not moving along, after a 5-0 vote, and now it was finally going. He stated that the RFP was released because the Board approved it. He stated the Board voted for all the department heads to speak at the 2017 annual retreat and that did not happen.

Vice Chairman Ognio asked Commissioner Brown to stick to the topic.

Commissioner Brown reiterated that all the projects were voted on. A single commissioner should not be able to say to do a RFP and staff go do an RFP.

Vice Chairman Ognio stated that he totally disagreed. He stated that in 2013 staff did an RFP to outsource building and permits on Commissioner Brown's request; one commissioner. He stated that the policy did not say anything about needing Board approval to go out for an RFP. He stated that it was a policy that Commissioner Brown agreed to abide by. He stated that it was in the policy. He stated that staff did not need anything to do an RFP because it was not contractually binding to the Board. After the RFP was complete it was brought to the Board for consideration. He stated that the separation of the Board from the RFP process was critical for separation of power so there was no insinuation that one Board member might be swaying the vote. He stated that if Commissioner Brown would like to change the policy, then change it. The policy gave staff the authority and the wording on the agenda was false.

Commissioner Rousseau stated that Mr. Rapson stated that he would bring something back at a certain date. He stated that did not happen. He stated that the lowest common denominator of the issue was for staff to safeguard themselves by taking a vote. He stated that was why Mr. Burgess thought it was for a consultant and the County Administrator thought it was for privatizing. He stated that getting a vote ends it for him. He stated that he said that the County should look at all

options, best practices and one might be an RFP for privatization. He stated that the County Administrator's reply was that he would bring something back and that did not happen.

Commissioner Brown stated that the question was if the Board wanted to do a RFP that everyone can give input on and talk to the animal advocates to get input and send it out.

Commissioner Rousseau stated that he read the documents, but he did not know how reasonably assured that staff talked to some of the individuals that were engaged in the discussion and then they chose not to bid. He asked Ms. Cohan why they did not bid.

Stephanie Cohan stated that one of the reason they did not bid was because it was a very constricting RFP. She stated that she had been very vocal about some of the ordinances and to be able to follow the strictness and the guidelines that were set in the RFP were too constricting. She stated that other agencies had been given a lot more leeway in being able to run the facility along their philosophy.

Commissioner Rousseau asked if she made recommendation for language for a style of running the facility in this RFP. Ms. Cohan stated that they did not come back with that before the RFP went out. Commissioner Rousseau stated that concerned him. He asked if there was a reason why. Ms. Cohan stated that she did not know that was the official portion that would be going out in the RFP. She stated that she thought it was the starting point.

Commissioner Brown stated that he had received some things from individuals on what to include in the RFP. He stated that some of the advocates stated that it was so restricted that they did not want to touch it.

Mr. Rapson stated that there were others who thought it was restricted. He stated that the restriction was that it had to adhere to the policies that the Board set.

Commissioner Oddo was not inclined toward privatizing. He felt the staff was doing a fine job and this was something kept well in-house.

Commissioner Brown asked if the Board would be willing to appoint a task force of interested parties and look at privatization option in terms of developing a RFP and bringing it back to the Board for comment, approval or denial.

Commissioner Rousseau stated that he took exception to Commissioner Oddo's comments. He stated that his suggestion was not to replace staff, but to look at best options. He stated that he wanted to be clear. He stated that he did not deny that staff was doing a great job, he was asking for staff to look at all options. He stated that he was pushing process not the outcome. He stated that his objection was not to replace staff.

Commissioner Oddo stated that with all due respect, he was not referring to Commissioner Rousseau's comment. He was referring to Commissioner Brown who had just said to get a task force to look at privatization.

Vice Chairman Ognio reiterated that staff acted with authority as outlined in the policy. He stated that he did not like Commissioners having input into the RFP for the reason stated before.

Commissioner Brown stated that gathering public comment on what was the best-case scenario on privatization would be what the Board would philosophically review.

Commissioner Brown moved to ask for public input on what the citizens and staff would like to see in a privatization concept and to bring it to the Board to see if the Board can agree on the vision and if not, then let it go. Commissioner Rousseau seconded.

Commissioner Oddo stated that the agenda was perpetual and should not read "acting without authority". He stated that it should come off. He stated that it was not appropriate and it was what the discussion was supposed to be about and not a task force. He stated that Vice Chairman was correct and the Board had never helped to design a RFP. He stated that it was dangerous to have commissioners weigh in on RFP's. He stated that he did not know what staff did wrong. He did not see that anything was done wrong.

Commissioner Brown stated that RFP was not in his motion. He restated the motion.

Commissioner Brown moved to solicit public input to bring ideas that they would like to see so the Board could form a vision for what the Board would like to see in terms of privatization.

Commissioner Rousseau stated that there were certain things that had to come before the Board to get approval. He stated that the motion was not for an RFP process in this instance. He stated that the Board did discuss the issue of the County Administrator moving without authority, but did not vote on it. He stated that he did say he would bring something back and he did not do that. He stated that he had a problem putting it back out because Ms. Cohan and others were included in the process.

Vice Chairman Ognio stated how could the language "without authority" be on the agenda when the policy clearly stated that staff did not need Board authority. He stated that it was in the policy.

Commissioner Brown called the question. The motion to call the question passed 3-1. Vice Chairman Ognio voted in opposition.

Commissioner Brown moved to ask for public input on what the citizens and staff would like to see in a privatization concept and to bring it to the Board to see if the Board can agree on the vision and if not, then let it go. Commissioner Rousseau seconded.

**Martine Yancey**, asked Vice Chairman Ognio about his comment "it wasn't going to happen anyway" as it related to the animal shelter RFP. Vice Chairman Ognio stated that he did not recall making that statement. Ms. Yancey stated that it led her to believe Vice Chairman Ognio was bias to the vote. She continued comments regarding the public comments during the discussion of the animal shelter at the Board of Commissioner meeting for a no-kill shelter. She stated that the RFP was restricting them from being able to do what they intended in the beginning. She stated that she hoped the Board would go back and find a way to rework the RFP to work with the community.

Mr. Rapson stated that he did not think even with the level authority that the Board had given him that he had the freedom to ignore the policies that the Board had just gone through. He stated that staff had met the no-kill status for the last year and a half.

**Linda Flowers** stated that she hoped the Board would consider Ms. Yancey's comments. She stated that she did feel like the Board was not having the same conversation during this meeting and that it was frustrating. She stated that there might need to be some clarification between the Board and the County Attorney. She stated that it would be nice to have the policy read into the record. She stated that she would appreciate if the County Attorney would address whether having Mr. Rapson get a vote from the Board when the policy said he didn't have to would "hold water".

**Lynn Lasher** stated that the positive of the meeting was that Commissioner Rousseau seemed to listen to everyone else and interpret it. She stated that she was at the meeting where Commissioner Rousseau said that staff should consider everything and she was surprised when the RFP was out for bid. She stated that she liked that he questioned the money. She stated that she was relieved to know he did not know about it and that he was still open to look at it. She continued comments regarding the animal ordinances, the meaning of a no-kill shelter and legalizing trap, neuter, vaccinate and release.

**Dennis Chase** stated that the Board was asking questions about an animal shelter that was working, functioning properly and doing its job. He questioned why the Board was trying to fix something that was not broken. He shared a personal story regarding two dogs who attacked him. He called the animal shelter and they addressed it. The dogs attacked him a third time and he reported them to the animal shelter again. He stated that it was working. He stated that if the animal shelter director came requesting help, then the Board should take action and only form a task force to find out what was wrong and if nothing was wrong then it was done. He stated that the animal advocates were not speaking for the whole county, but a portion of the county. He urged the Board to let the staff do their job.

Commissioner Brown stated that the animal shelter was working because he was paying his taxes to Fayette County and writing checks to the Royal Animal Refuge to pick up the dogs that the county would be putting down.

**Dawn Oparah** stated that she was confused because the agenda said that it was one discussion item, but the Board was discussing something different. She stated that any motion should have to do with what was on the agenda.

Commissioner Brown stated that the bottom part of the document that ask for action was "what actions to take" and that was his motion.

Vice Chairman Ognio stated that when the Board exited Executive Session, the night Commissioner Rousseau made comments about privatization, he stated that he would like to have the Board approve staff explore an RFP for privatization of the animal shelter. He stated that the authority was in Policy 200.01.

Commissioner Brown moved to ask for public input on what the citizens and staff would like to see in a privatization concept and to bring it to the Board to see if the Board can agree on the vision and if not, then let it go. Commissioner Rousseau seconded. The motion failed 1-3. Commissioner Rousseau, Commissioner Ognio and Commissioner Oddo voted in opposition. Chairman Maxwell was absent.

## **11. Discussion and action related to the complaints and investigation of the working environment of the county's 911 Department.**

Commissioner moved to table item #11 to the February 22, 2018 Board of Commissioners meeting. The motion passed 3-1. Commissioner Brown voted in opposition. Chairman Maxwell was absent.

### **PUBLIC COMMENT:**

**Joe Scarborough**, Director of Building Safety. He stated that his statement was his opinion and not the opinion of anyone else. He stated that he was a Fayette County citizen. He voiced his concern regarding Commissioner Brown's method of obtaining personnel files and the accusations against Mr. Rapson and certain department heads. He continued his comments. He asked the Board to seek clarification of all the facts and all the extenuating circumstances involved which prompted the decision that have been made. He stated that once revealed he believed that an apology and a thank you for a very difficult job, very well done would be in order.

**Terrance Williamson**, Fayetteville; stated that he was coming before the Board to speak regarding what had transpired with the 911 operational challenges. He stated that he wanted to make it clear that he realized there was two sides to every story and the truth in between. He stated that many in the public are looking at it from the outside and the public had to form opinions from what was witnessed in the public which may or may not be correct. He stated that his comments would be based on that perception. He offered a statement to the Board. He stated that the NAACP was made aware of some of the concerns and allegation that had been shared in the public regarding the 911 center director and operational challenges. He stated that another meeting he noticed the lack of diversity at 911 when a group of 911 employees came to be recognized for an award by the Board of Commissioners. He stated that in the summer of 2017 several of the former employees filed a formal complaint with the NAACP and they met with them to hear their grievances. After the meeting, the NAACP felt there was a clear basis for the group to move forward with a higher-level escalation to the EEOC for a formal investigation. Several days later the NAACP realized that a settlement had been reached whereby the terminations had been rescinded and the employees could resign with some form of financial settlement. He stated that the added benefit was that the employees would be able to retain their certifications which allowed them to quickly gain re-employment in neighboring counties. He stated that for the NAACP this closed the case. He stated that he personally expected that the County Administrator and Commissioners would follow up with the appropriate actions to address the underlining faults. He stated that he wanted to commend Commissioner Brown for exposing what could best be perceived as rot within the system. He concluded the comments requesting that an independent investigation be conducted regarding 911.

**Sheryl Weinmann** stated that her view points are also the viewpoints of other staff members. She stated that there was a culture of harassment at the county, but that it had nothing to do with the administration. She stated that she was proud of the County Administrator and the directors and that she was proud to live and work in Fayette County. She stated that most of the meetings were a little about legitimate county business and mostly about other agendas. She continued comments regarding the County Administrator. She stated that in closing they would like to address a few of the service delivery principles in Fayette County.

**Martine Yancey**, stated that she had three issues to address. She stated that she was concerned about the situation taking place at the 911 center. She stated that she could not imagine working for someone who was yelling, cussing or walking out of the room during tense situations. No one should be in fear of their manager. She continued her comments. She referenced an open records request that indicated that 31 employees had left employment with 911 over a two-year span. She expressed her concerns based on the documents that she received. She asked Mr. Rapson if he had a prior relationship with Bernard Brown before hiring him to work for the county and if he hung out with Bernard Brown outside of work hours on a personal level. She stated that her second issue dealt with the handling of open records. She stated that only one person on the Board of Commissioners had completed the specialty training with ACCG; Vice Chairman Ognio. She stated that Vice Chairman Ognio was the one who stated that he had never received training regarding what information needed to be redacted from documents to be released to the public and subject to open records. She stated that a slide she found on ACCG's website stated what should be redacted. She continued her comments. She stated that her last issue was that Mr. Rapson mentioned that he followed the

county policy regarding a car accident that he was involved in. She continued that the other employees are required to fill out a Safety Form #7 and an investigation is done by the supervisor and reviewed by the accident committee. She stated that in this case the supervisor would have been the county commissioners. She continued concerns regarding Mr. Rapson's accident and obtaining records.

Commissioner Rousseau stated that he would like to have individuals who get up to speak and state things as though they are facts to use the term "allegedly". He stated that unless someone had witnessed something, that they would use the term "allegedly".

**Tameca White** stated that as County Clerk and a citizen of Fayette, she would like to address some of the statements made by Ms. Yancey regarding open records. She stated that all sitting Commissioners are currently certified with core training through ACCG. She continued that in terms of the letter that was referenced by Ms. Yancey, that came from Mr. Rapson, her original open records request did not request that letter. She was informed that Ms. Yancey wanted the information and sent it in a separate email. She stated that the law did not allow her to make interpretations of a request and that the requester must be specific in making request to get what they want. She continued to address statements made and to ensure the Board that all open records are handled under the guidance of the open records law.

Commissioner Oddo commended Ms. White for a superb job under incredibly difficult conditions the last few days.

**Heather Brown** stated that she had been an employee of 911 since 2010. She stated that she started as a communications officer and through promotions, was the current assistant training manager. She stated that upon being hired, 911 Director Bernard (Buster) Brown asked her if she saw any problems at the center. She stated to Buster that the biggest problem in her opinion was the shift supervisors. At that time, she was a shift supervisor. She stated that Mr. Brown did not take immediate action, but instead got the "feel of the center" and saw what was happening for himself. She continued comments regarding shift supervisor meetings where she would voice her opinions when she did not agree with the statements made by other shift supervisors. She gave her account of a meeting she was involved in with Mr. Brown, Lewis Patterson, Human Resource Director and Mr. Rapson and the other shift supervisors. She then gave comments regarding a meeting with the shift supervisors and Employee Assistant Program (EAP) Director Nancy Wesselink. She continued her comments with her positive experiences working under Mr. Brown and the dedication of the employees at the 911 center.

**Wendy Coulter** stated that she had been employed at Fayette County 911 since July 2015 and a Fayette County resident for over 10 years. She stated that working at 911 was more than just a job to her; it was her final career. She stated the conflict that the Board had been informed about began when Mr. Brown started and came from the "pre-Buster" employees. She stated that people do not like change. She stated that it started when the schedule changed from tenure to merit. She stated that she was the employee that filed the hostile work environment complaint her two supervisors and a former employee on June 1, 2017. She stated that the investigation was over and once those individuals were no longer employed at the center, the environment changed to a welcoming, supportive and professional environment. She continued her comments regarding alleged threatening statements made by the individuals named in her complaint. She stated that the complaints and interview paperwork was submitted to the media before she or any of the other employees were contacted by the commissioners for their side of the story. She stated that she spoke with Commissioner Oddo and that Vice Chairman Ognio came to speak to her but she was unable to meet. She gave positive comments regarding Mr. Brown and his efforts to improve equipment at the 911 center to provide better service to the citizens and the first responders. She stated that the recent events in the media and on social media created an environment full of stress, anger, confusion and unrest. She stated that there was no crisis at the 911 center.

**Nicole Smith** stated that she was a former 911 employee, who worked for the county for 17 years. She stated that everything that she did when she worked for the county was in support of policy and to do what was right for the employees. She stated that she hoped the Board would open an independent investigation to learn the facts and not what allegedly happened. She gave her



accounts of several meetings and situations that occurred that violated policies at the 911 center. She stated that she hoped the Board would not support directors generating their own policies. She stated that she urged the Board to have an open independent investigation regarding the issues at 911. She stated that it was more to the story involving Janika Terrell, Dana Evans and Rebekah Acosta. She stated that they were not racist and that they were honest and forthright individuals.

**Roy Bishop** stated that his comments would be brief because he had to leave. He stated that he had to call 911 the morning of this meeting for his wife who was having chest pains. He stated that the dispatcher asked if he wanted her to send a fire truck and he said no. He continued that it seemed that about two minutes later they were at his door; 911 had sent an ambulance and his wife was still at the hospital. He wanted to thank 911 because they did a good job.

**Chris Coulter** stated that he spent six years in the United States Marine Corp, 14 years in the Army and retired from active duty in 2012, multiple combat deployment and was currently a post certified peace officer for the state of Georgia. He stated that he worked at the sheriff's office for a year and the City of Fayetteville police department for three and half years and was currently serving at a small agency in Fulton County. He stated that the Fayette County 911, by far, gave the best customer service to the first responders and citizens than any other county in metro Atlanta. He stated that when the investigation into the alleged misconduct of three employees from 911 was going on, he received a phone call from the former 911 assistant director Peggy Glaze. He stated that she asked if his wife had filed a complaint against her supervisors. He stated that Mrs. Glaze told him to tell his wife to write a letter to human resource about everything that Mr. Brown was doing at 911 because "that bastard took my job". He concluded that the 911 employees do an outstanding job and he wished he had that level of service from everyone.

The Board recessed at 11:30 p.m.

The Board reconvened at 11:41 p.m.

**Janika Terrell** stated that she currently resided in another state, but that she was an employee of the 911 center for ten years. She stated that she started in May 2011 and ended her career in July 2017. She stated that the last six years of her employment she held the position of shift supervisor under Director Bernard Brown and Assistant Director Amber Smith. She stated that she was coming to the Board to ask the Board to consider conducting an independent investigation regarding the allegation that have been brought forward pertaining to the inappropriate hostile behavior of Mr. Brown and Ms. Smith. She stated that she was not speaking to bash anyone. She continued that she would not speak on anything if she did not have substantial proof to support her claims. She gave a general timeline of some of the occurrences at 911. She spoke regarding an introductory meeting with Mr. Brown, multiple violations of the tardiness/attendance policy with employees, statements from Mr. Brown at a department wide meeting attended by Mr. Rapson and Mr. Patterson, violation of the time and attendance policy and Mr. Brown's response to being questioned about the policy, repeated allegations of degrading and intimidating comments made by Mr. Brown, falsification of training records, her accounts of a meeting with Dana Evans, Ms. Smith, Kyle Turner and Mr. Brown where Mr. Brown became very irate and cursed Ms. Evans, her accounts about the treatment received from Mr. Brown and Ms. Smith while collecting information for her statement to provide to the Marshall's office regarding the aforementioned meeting, her request for a statement in writing from HR that it was determined that she was following the Marshall's orders when placed on administrative leave, a supervisor meeting where she was told by Mr. Brown that he would be going to three supervisors instead of five and she and Ms. Evans were later terminated, a meeting with EAP where she was told to document all the verbal abuse from Mr. Brown and Ms. Smith, hostile work environment allegations made against her and Ms. Evans from Wendy Coulter and meetings and actions that occurred from this complaint. She concluded that she was asking the Board to consider an independent investigation.

**Jason Passmore** stated that he was a lifelong Fayette County resident. He stated that he was speaking in support of Bernard Brown and County Administrator Steve Rapson. He gave comments of some of the improvements that Mr. Brown made at the center. He referenced some documents that were released to the media. He stated that everyone hired at 911 entered an agreement to work at the center for at least three years or pay the county back up to \$3,000 to recover training cost; the amount

was prorated based on time worked. He continued with statements regarding employees attempts to be released from the obligations of this agreement. He stated that as an employee and Fayette resident, he was concerned that one commissioner, Commissioner Brown, was acting irresponsibly and recklessly, tarnished the credibility of Fayette, undermined the credibility and possibly harmed the operability of Fayette County 911. He gave examples.

**Cary Ann Ross** stated that she was the person that came forward because she was tired of being treated poorly. She gave her experiences and alleged threats and bullying of Dana Evans and Janika Terrell. She made comments regarding the turnover rate and the current work environment at the 911 center.

**Sharon Battle** stated that she was a resident of Fayette and employee at the 911 center. She commended Ms. White on the handling and her knowledge of open records request. She continued by reading a Facebook post that she made on Telecommunications day in 2013 that referenced the center being understaffed. She stated that staff turnover was not a Buster Brown issue and never had been. She shared some of her evaluation comments that were made prior to Mr. Brown's employment. She noted that most of the comments were made by Nicole Smith, who was her supervisor at the time. She stated that she was saddened and disappointed that one of the commissioners, who recently voted to be bound by Fayette policies and procedures, had continually posted information that would paint Fayette County in a negative light to social media. She stated that he did not consult a single current employee at the center regarding the work environment. She stated that unfortunately, per Fayette policy and procedures 250.03, an employee posting on social media may not expressly or implicitly represent themselves as an employee and "it is recommended that employees refrain from identifying themselves as an employee of FCBOC on their personal social networking site", therefore the people manufacturing the crisis are allowed to continually slander employees on social and news media and the employees are prohibited by county policy from defending themselves in the same forum. She concluded her comments with statistics that support the message that there is not a crisis at 911.

**Kyle Turner** stated that he was a training manager at 911. He stated that he would reserve his statement for the February 22 meeting when this item will come up. He read the statement of Larry Moyer, a new employee who was unable to attend. His statement gave his positive personal experience of working under Mr. Brown. The statement continued, "... people hearing this are going to say of course he's going to write something positive, he works for him, but the truth of the matter is that I am currently on administrative leave for actions that were of my own doing, and I still can sit here and write that Buster is the best director Fayette County or any county can possibly have.... there's no one more qualified to lead this call center." Mr. Turner thanked Commissioner Oddo and Vice Chairman Ognio for visiting the center to see the current situation.

**David Barlow** commended the 911 center and staff. He stated that he was coming before the Board to register serious concerns that he had about the "pollution of the internet and newspaper regarding county personnel matters" that could be handled in a non-public manner. He stated that Commissioner Brown had gone on social media and print media that his goal was to have the county manager fired. He asked if this was the manner that commissioners should go about handling a "beef" with county employees. He asked, was it now, through the court of public opinion that elected officials use to handle internal personnel issues. He stated that this public display was an abuse of power and reflects badly on the county. He stated that if Commissioner Brown was clear about hiring the county manager as an outcome of his investigation, it begs the question of, "is there a personal vendetta against the county manager or is there just cause". He stated that if there was just cause, shouldn't the other commissioners be engaged in the concern. He continued his comments. He stated that publishing online or copying and giving out personnel records of county employees was wrong and unethical. He stated that even if a commissioner had the right there should be some guidelines for accessing personnel files are in order, in addition how those files can be shared beyond those who need to know. He shared his experience while a commissioner on the Board with Commissioner Brown. He asked the Board to take all necessary steps within their authority to ensure that this did not happen again. He addressed Commissioner Rousseau and urged him to "step up" and "man up" to do what he knew was right.



**Katie Vogt** stated that she was the CAD Manager at 911. She read her prepared statement to the Board. She thanked the commissioners who came to 911 to speak to the current employees. She stated that the current crisis at 911 was external to the center. She stated that she had worked for Fayette County 911 for 25 years. She stated that there had not been a lot of turnover on the administrative side of 911 and so individuals become accustomed to the way things are. She stated that some of the issues discussed at 911 were taking place long before Mr. Brown even thought about moving to Georgia. She stated that many of the individuals on social media had been threatening to leave the center for some time for various reasons. She stated that she had noted that the work environment at the center had improved significantly in the last eight months due to the departure of some of the individuals directly responsible for the low morale. She stated that it was a statement that she had heard over and over while working the radio room. She stated that Mr. Brown was passionate about his profession and defends both it and employees with exuberance; "there is no inside voice". She stated that he had recognized and acknowledged that he had exhibited unprofessional behavior and received disciplinary action. She continued with positive programs and initiatives that Mr. Brown had instituted at the center. She concluded that she was one of the three final applicants, along with Mr. Brown, for the position of Director for the 911 center. She stated that Mr. Brown got the job and she can say without reservation that the right person got the job.

**Lewis Patterson** stated that he was the Human Resource Director. He stated that Dr. Nancy Wesselink conducted a follow up on-site visit from her October 2017 team building and shared some observations with him. He stated that the employees had "circled their wagon" and she was impressed with support of the employees to the director and the support of the director to the employees. He stated that the new employees do not understand what this is all about and why their personnel files are being pulled. He stated that the employees are very upset about the negative light that was being cast on the 911 center. He stated that it was unfortunate because of what the employees went through last year and all the improvements made since then. He stated that Dr. Wesselink stated that when the three ladies in question departed, the atmosphere made a dramatic and quick change and he agreed with that. He stated that Human Resources had not advertised or conducted any interviews for the position of 911 communications officer since October 30, 2017. He stated that all 35 budgeted positions have been fully staffed since December 16, 2017. He stated that there had been no exists since November 16, 2017, which was unheard of. He stated that turnover at 911 was not new at any center throughout the United States. He stated that he was not going to comment on the investigation because it was an improper forum to do so. He stated that he wanted to go on record as the Human Resource professional that releasing the investigation notes in an agenda package was wrong in so many ways; countless. He stated that he was concerned about the release of the 68 personnel records for both current and former employees of 911 center because of the collateral damage it could have on them. He stated that there was now morale at the center and there was not morale before in his opinion. He concluded his comments that he, his staff, the County Administrator, the County Clerk, the Deputy County Clerk, the Director of Animal Control, the Director of 911 are all working in an unwelcoming abusive work environment because of all the things going on. He thanked the 911 employees for all that they do.

#### **ADMINISTRATOR'S REPORTS:**

Mr. Rapson stated that there had been a lot of allegations. He stated that to the extent that he was aware of any allegation, it was always taken extremely serious and staff had always meted out appropriate actions. He stated that he felt he needed to run through the entire investigation because there was a lot of confusion.

Commissioner Rousseau interrupted and asked if anyone had knowledge if EEOC had accepted the complaint and was opening an investigation. He stated that the Board had been advised that EEOC, centered around this issue, had been contacted.

Mr. Rapson stated that he was only aware of one incident that involved one individual with an active EEOC that did not involve either of these incidents.

Commissioner Rousseau asked if the complaint would touch on any of this or was it germane to a Title VII violation.

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Staff responded that it was speculative at best.

Commissioner Rousseau stated that if there was an active EEOC investigation, there was a lot of things stated that would jeopardize that. He stated that he could not stop the County Administrator but he would like to stop throwing things out. He stated that if there was a EEOC investigation then all the things being thrown out could open the door. He asked staff to cease and desist. He stated that he had plenty of documents and was it wise and prudent to continue if there was investigation surrounded around this.

Mr. Rapson stated that it was wise advice. He stated that he had briefed Commissioners and he had some concerns that certain things are not out, and misleading statements being made.

Mr. Rapson stated that staff provided the Commissioners a document of the trend and statistics of the turnover at the 911 center. He stated that of the 31 employees that have left since August 24, 81% resigned, 13% were discharged and 6% retired.

Mr. Davenport stated that in response to Commissioner Rousseau's question, none of this had been a prudent decision to go in this direction from the word "go", but we have chosen to do this for whatever the reason. He stated that the more we do it and the more it is out there, the more potential negative effect it could be for the outcome.

Vice Chairman Ognio stated that he requested that Commissioner Brown not put this on the agenda for the very reasons that Commissioner Rousseau shared.

#### **ATTORNEY'S REPORTS:**

**Notification of Executive Session:** None

#### **COMMISSIONERS' REPORTS:**

##### **Commissioner Rousseau:**

Commissioner Rousseau thanked the County Administrator for yielding his comments. He stated that he valued and understood the work that staff did and he applauded the work done. He stated that there are issues surrounding this business unit that, in his 35 years of government, are titillating and sensitive to the ear. He stated that there are Title VII issues being thrown out, whether there are violations or not, that are serious. He stated that he realized that things had been adjudicated internally, but there are some things still happening externally.

He stated that he had been in conversation with a few staff members to defend their work, integrity and reputations. He stated that he did not fault staff for that; he applauded staff for that. He stated that he used the term that the county was in crisis at the Special Called meeting. He stated that some disagreed with him. He stated that he talked about "us" [the Board] being in crisis about how to proceed. He stated that he was not talking about the organization. He stated that he wanted to clarify that and he apologized.

Commissioner Rousseau responded to comments from Commissioner Barlow. He stated that his manhood was not in question. He stated that he continued to stand tall on issues that he needed to speak up on and he had no qualms about doing that, no matter how unpopular they may be. He stated that he was not Commissioner Coston, he was Commissioner Rousseau and he would weigh and adjudicate matters based on how he processed things. He stated that the Board had an obligation to take things that come to the Board more seriously and look into it more deeply.

**Commissioner Oddo:**

Commissioner Oddo thanked everyone for coming and expressing themselves and he understood the sensitivities and that some of the staff may need to get to work soon. He stated that what they did was quite outstanding.

**Commissioner Brown:**

Commissioner thanked staff for attending. He stated that he made no apologies for the open records act because it was state law. He stated that you can call it unethical, but it was state law. He stated that if you did not like your records exposed, do not work in government because the state law states that the files are applicable to the open records act. He stated that he did not know why anyone was surprised that the records are open to the public view. He stated that when you go for records and cannot get the records there was going to be a problem with him. He stated that he was a big open records person and he helped to fight for the open records act years ago.

He stated that he was disappointed that the Board was still hashing out what a policy meant and what it did not mean. He stated that may mean that the Board needed to write clearer policies or change some policies. He stated that he could not imagine staff doing a RFP whenever they felt like it.

He stated that he initially went to Executive Session to try to talk about this topic, but he was instructed that he could not talk about the issue in Executive Session and that it had to be discussed in open meeting. He stated that it was then that he tried to obtain documents that he started running into problems. He stated that the attorney offered a fine opinion on the open records law and the Georgia First Amendment Foundation also offered an excellent document. He stated that the reason Tameca did not have time was because he kept asking for records all the time. He stated that he did not apologize for asking for tons of documentation. He stated that he read all of them and that he marked them up and he kept two or three sets going at a time.

He stated that he and Mr. Rapson have had friction and it was in his annual reviews. He stated that it had been a strained relationship for the last few years and they would work through them.

He stated that he made no apologies for standing up to open records law and demanding access to records without being charged a fee for doing government business and without someone claiming that he was doing something illegal because he was not. He stated that he hoped if the Chairman was unable to attend the next meeting that the Board would continue with the agenda item.

**Vice Chairman Ognio:**

Vice Chairman Ognio stated that the 911 Director's discipline was not trying to be withheld from Commissioner Brown. Commissioner Brown submitted an open records request and that document was not included. He stated that he did not issue that request through the County Clerk's office as required. He stated that Commissioner Brown issued it through HR and HR told the County Clerk and nothing was in writing. He stated that we do not know what was requested. He asked should that information been included in the request. He stated that he didn't know. He stated that Commissioner Brown went to HR and got the document. He stated that a Special Called meeting was called to discuss commissioner's access to personnel files. He stated that this was not to prevent him from getting the file he already had. The meeting was a concern about the proper access for the commissioners to access those files and the potential for unredacted information to be in the news. Commissioner Brown's spin on the meeting was to deny him access to something he already had. He stated that since then Commissioner Brown requested access to 68 personnel files without giving reason. He requested that the files be posted on an agenda. He stated that this request would cost the citizens \$15,000 or more not including staff time. He stated that it could possibly cause people not to

apply for jobs in the county. He stated that this was bad for the employees and bad for the county. He stated that Commissioner Brown was creating a bad work environment.

He stated that Commissioner Brown also made an open records request for 1,600 emails and he did not know what that cost would be. He stated that Commissioner Brown's accusations that there are still issues at the 911 center are just that, there was no proof. The investigation that was done by HR and EAP for the June 2017 issue was completed and actions were taken. He stated that since then there had been ex-employees making accusations that have been posted on Facebook as facts. He posed this question to Commissioner Brown: "If you were so concerned that these accusations were true and that there was a crisis at the 911 center why have you not been to the 911 center?" He stated that he and Commissioner Oddo had been to the center. He stated that the whole issue had been like a trial where the prosecution had presented its case and judge refused to let the defense present its side. He stated that putting the defense side on Facebook was not the proper way to handle this. He stated that after all this, Commissioner Brown wanted to waste money on a private investigator. How much money should a commissioner be allowed to spend without Board approval? Should it be unlimited? He stated that Commissioner Brown was spending tens of thousands of tax dollars without Board approval. "He's gone fishing on your dime." He stated that lastly, he would like to mention that Commissioner Brown cursed at a department head, "should he still be in office?"

Commissioner Brown stated that he was the government and as an elected official he did not do open records request. He stated that he did not have to give a reason for requesting records. He stated that was the way it is. He stated that he did not know about "tens of thousands of dollars of stuff" and he would have to speak to Tameca about it. He stated that the citizens gave him justification for doing their business. He concluded with "I do not do open records request, I'm the government."

Commissioner Rousseau stated that he wanted to follow up on his statement made to Mayor Johnson about the group that traditionally had or that currently gets together. He stated that he would like to expand that to look at all the vacant areas and a plan of where things can go that the Board can agree on to begin to shape "manage growth". He stated that he would bring it back on another agenda.

Mr. Rapson stated that he would add that under the retreat topic for Commissioner Rousseau.

Vice Chairman Ognio stated that he supported staff and the dedicated 911 employees. He stated that the leadership had bled through to the employees. He mentioned animal control and the hard work to communicate to citizens to make the center better.

Commissioner Rousseau stated that he supported staff and that he would challenge the staff through the County Administrator when appropriate and that he would not avocate his responsibility to look deeper. He stated that he supported staff as well.

## **EXECUTIVE SESSION:**

## **ADJOURNMENT:**

Commissioner Brown moved to adjourn the February 8, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 4-0. Chairman Maxwell was absent.

The February 8, 2018 Board of Commissioners meeting adjourned at 1:21 a.m.

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Tameca P. White, County Clerk

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Randy Ognio, Vice Chairman

Minutes  
February 8, 2018  
Page Number 29

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 22<sup>nd</sup> day of February 2018. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. White, County Clerk

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# COUNTY AGENDA REQUEST

Page 263 of 557

Department: Commissioners

Presenter(s): Commissioner Charles D. Rousseau

Meeting Date: Thursday, February 22, 2018

Type of Request: Old Business #10

## Wording for the Agenda:

Consideration of the January 25, 2018 Board of Commissioners Meeting Minutes. This item was tabled at the February 8, 2018 Board of Commissioners meeting.

## Background/History/Details:

At the February 8, 2018 Board of Commissioners meeting, Commissioner Rousseau moved to table the January 25, 2018 minutes to have the clerk review the audio to determine the full statement made. It has been corrected as follows:

"He stated that the Board dealt with a lot of information and there are times when their heads may get turned; not willingly, intentionally or purposely and that he was ready to admit that when he missed something."

## What action are you seeking from the Board of Commissioners?

## If this item requires funding, please describe:

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval

Administrator's Approval

## Staff Notes:

## **BOARD OF COUNTY COMMISSIONERS**

Eric K. Maxwell, Chairman  
Randy Ognio, Vice Chairman  
Steve Brown  
Charles W. Oddo  
Charles D. Rousseau

## **FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. White, County Clerk  
Marlena Edwards, Deputy County Clerk



140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## **MINUTES**

January 25, 2018

6:30 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 6:30 p.m.

### **Call to Order**

Vice Chairman Randy Ognio called the January 25, 2018 Board of Commissioners meeting to order at 6:32 p.m. A quorum of the Board was present. Chairman Eric Maxwell was absent due to hospitalization.

### **Invocation and Pledge of Allegiance by Vice Chairman Randy Ognio**

Vice Chairman Ognio offered the Invocation. Eagle Scout Daniele Mattesco led the audience and Board in the Pledge of Allegiance.

### **Acceptance of Agenda**

Commissioner Charles Rousseau moved to accept the agenda. Commissioner Charles Oddo seconded. The motion was approved 5-0.

### **PROCLAMATION/RECOGNITION:**

- 1. Recognition of Water Committee Citizen Representative James "Chip" Conner for his service to the Water Committee.**

Water Committee Chairman Pete Frisina gave a brief history of Mr. Conner's time on the Water Committee. He stated that Mr. Conner had been a valuable asset to the committee and that his background as a commissioner, city councilman and engineer were invaluable.

- 2. Recognition of Carolyn Andrews for 39 years of service in the Fayette County Tax Commissioner's office.**

Tax Commissioner Kristie King, on behalf the Board of Commissioners and Tax Commissioner's office, recognized Carolyn Andrews for 39 years of service. She gave a brief history of Ms. Andrews' history with the Tax Commissioner's office. Ms. Andrews thanked everyone for their support.

- 3. Recognition of Daniele Mattesco for the completion of his Eagle Scout project at Starr's Mill Park.**

Water System Director Lee Pope, on behalf of the Board of Commissioners, presented Eagle Scout Daniele Mattesco with a letter of recognition for the completion of his Eagle Scout project. Daniele presented photos of his project at Starr's Mill Park.



Commissioner Rousseau took a moment to recognize Rev. Dr. Ripley and his wife. He stated that he was a local pastor, who was very engaged in the community and an international speaker. He thanked Dr. Ripley for being present and that he looked forward to working with him.

**4. Presentation by Fayette County's auditing firm, Nichols, Cauley & Associates, LLC, of the results of the Fiscal Year 2017 annual audit.**

Nichols, Cauley and Associates Representative Gregory Chapman gave a brief presentation that included: Audit Reports, Required Communications and Financial Statement Highlights. He stated that the audit firm conducts two independent auditors' report; one for the county as a whole and one for the Water System for compliance with the bonds that are issued to support the water system. He stated that both audits had an unmodified opinion. He continued that the second letter issued was for internal controls that described any significant deficiencies or material weaknesses identified during the audit are required to be communicated in the letter. He stated that the firm did not find any deficiencies that met those definitions. He stated that due to the county's use of federal funding, the firm had to perform a single audit, he stated that based on major program that was tested, there were no compliance findings that would have a direct or material effect. He stated that finally the firm issued an Agreed Upon Procedures Report, required by the Department of Natural Resources for the landfill. He stated that all the ratios passed. He stated that the final letter was a required communication to the Board to include: the firm's responsibility under GAAS, that the firm was independent of the county, significant account policies, significant account estimates and significant audit adjustments. He stated that the firm was required to report adjustments that were or were not corrected and the two that were reported to management were corrected. The first adjustment was to reclassify some expenditures related to stormwater and to recognize revenue on a bridge (a project with Spalding County).

Stephen Groover continued the presentation to include: the statement of net position, the net position analysis, fund balance, net position and general fund revenues and expenditures. He stated that there was over an \$8 million decline in total liabilities. He stated that the most significant was the long-term debt which make up the water bond payments as well as the revenue bond. He stated that the net position increased by over \$1 million. He continued the presentation. He stated that the most significant change to the General Fund was the 2017 Special Purpose Local Option Sales Tax. He stated that the General Fund advanced \$3 million. He stated the significant business type activities was the Water System, Solid Waste and the Stormwater Fund. He stated that from prior year to current year there was a net revenue of \$2 million.

Mr. Rapson stated that the audit letters were in the Commissioners' [mail] box. He stated that there were \$4 to \$6 million of capital projects being pushed through from the Five-year Plan and the Transportation Plan. He stated that this was the fifth consecutive year that the county added to fund balance while balancing the budget, while rolling back the millage rate and decreasing taxes for the tax payers.

Commissioner Rousseau stated that in the Segregation of Duties, the Board authorized new positions and maybe that would alleviate that issue in the next audit.

Mr. Rapson stated that the Segregation of Duties in the management letter were probate and juvenile court. He stated that staff was working with the Tax Commissioner and the Sheriff.

Commissioner Oddo stated that the staff was doing a fantastic job and thanked staff. Commissioner Rousseau agreed.

No vote was taken.



**PUBLIC HEARING:**

- 5. Consideration of Petition No.1270-17, Richard C. Dickson, Owner, request to rezone 11.862 acres from A-R to R-45 to develop a single-family residential subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on Dixon Circle with one (1) condition.**

Vice Chairman Ognio informed the petitioners of Petition No. 1270-17 that there were only four Board members present and that they had the option to postpone the hearing until all Board members are present.

Community Development Director Pete Frisina read the *Introduction to Public Hearings for the Rezoning of Property*.

He stated that staff and the Planning Commission recommended approval with one condition; the owner/developer should provide at no cost to the county a quit claim deed for any required right-of-way prior to approval of the final plat and said dedication be shown on the final plat.

Petitioner Richard Dickson stated that he was to move forward with the petition without the full Board present. He stated that he was trying to get a cul-de-sac on this street. He stated that it was an 80X80 gravel turn that everyone uses.

No one spoke in favor or in opposition of this petition.

Commissioner Steve Brown moved to approve Petition No.1270-17, Richard C. Dickson, Owner, request to rezone 11.862 acres from A-R to R-45 to develop a single-family residential subdivision; property located in Land Lots 73 and 88 of the 5th District and fronts on Dixon Circle with one (1) condition; the owner/developer should provide at no cost to the county a quit claim deed for any required right-of-way prior to approval of the final plat and said dedication be shown on the final plat. Commissioner Oddo seconded.

Commissioner Rousseau asked Mr. Dickson if he accepted to the condition. Mr. Dickson stated that it was his first time present and that he did not understand all the procedures. Commissioner Rousseau asked staff to explain.

Vice Chairman Ognio clarified that the condition insinuates that the petitioner would give right-of-way. He continued that the right-of-way would be on either side of the existing road and the proposed roundabout was beyond the end of the existing road. He stated that it would be the responsibility of the developer to put in the cul-de-sac. He stated that it would be turned over to the county once it was put together according to the county specifications. He stated that the condition read like the petitioner was donating the property and the county would be responsible for the cul-de-sac.

Mr. Rapson stated that for the dedication of the road it was a typical 30-foot right-of-way from centerline, which would not include the entire turnaround. He stated that the petitioner would have to bring that back to the Board of Commissioners for ratification for the additional right-of-way.

Vice Chairman Ognio stated that the petitioner would have to build the cul-de-sac and deed it to the county to have proper road frontage on the third lot.

Mr. Rapson stated that with the 30-foot right-of-way it could be two parcels. He stated that the petitioner wanted three and he would have to do the turnaround which would require further action. He stated that the final plat was not before the Board at this time.

Commissioner Rousseau asked Mr. Dickson if he accepted the conditions.

Mr. Dickson stated that he understood the conditions, but he was not willing to dedicate the property in that way. He stated that his initial thought was that he was working to get a cul-de-sac put in. He stated that the gravel had been there for over 30 years and everyone uses it as a turnaround. He stated that he was trying to make a safer place for the turnaround. He stated that he was just asking the county to pave it and make it safer for emergency vehicles to turnaround. He stated that it was a very narrow street.

Commissioner Brown stated that the county did not pave it unless the county owned it.

Mr. Dickson stated yes, but that the county was not requesting enough property to do that.

Commissioner Brown stated that the county would not pave private property.

Mr. Dickson asked that when would it be paved if he donated it.

County Attorney Davenport stated that the problem was not that he was unwilling to donate the sufficient property, but that the county did have people donate property for the county to pave the road. He stated that if they are developing property then the developer would donate the road and donate the road in a finished condition.

Mr. Dickson stated that he could not pave that road.

Commissioner Brown asked Mr. Dickson if he would like for him to withdraw the motion and allow him to work with staff and bring it back to another meeting. Mr. Frisina stated that it would be on the February 22 meeting.

Mr. Dickson agreed.

Commissioner Brown withdrew the original motion and moved to table this item to the February 22 meeting.

Commissioner Oddo stated that the Board could approve three lots. Mr. Frisina stated that Mr. Dickson was asking the Board to approve the rezoning and the resulting lots would come later.

Mr. Dickson agreed to table this item.

Commissioner Brown withdrew the original motion and moved to table this item to the February 22 meeting. Commissioner Oddo withdrew the original second and seconded tabling this item. The motion passed 4-0. Chairman Maxwell was absent.

**6. Consideration of staff's request to adopt Resolution 2018-01 pertaining to the "Fayette County 2017 Annual Report on Fire Services Impact Fees, including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Community Work Program (FY2018- FY2022)" and to transmit the document to the Atlanta Regional Commission and the Department of Community Affairs for Regional and State review prior to adoption.**

Mr. Frisina stated that this was the annual report submitted by the county each year. He stated that this year there was a total of \$150,797 for Fayette County, Towns of Brooks, Tyrone and Woolsey. He stated that last year the county collected \$150,125. He gave the breakdown of the impact fees, the county and all the projects funded. He stated that there was the potential to collect over \$7 million over the lifetime of this project to fund all the projects. He stated that this was supplied to him by the finance department and Fire Chief Scarbrough also reviewed it.

He stated that both Woolsey and Brooks have already adopted resolutions and the Town of Tyrone should adopt a resolution at their next meeting.

Commissioner Rousseau asked for a point of clarification. He asked if the potential to collect over \$7 million over the life which was until 2022. Mr. Frisina stated that it continues until the money was collected.

No one spoke in favor or in opposition.

Commissioner Oddo moved to adopt Resolution 2018-01 pertaining to the "Fayette County 2017 Annual Report on Fire Services Impact Fees, including Comprehensive Plan Amendments for Updates to the Capital Improvements Element and Community Work Program (FY2018- FY2022)" and to transmit the document to the Atlanta Regional Commission and the Department of Community Affairs for Regional and State review prior to adoption. Commissioner Brown seconded. The motion passed 4-0. Chairman Maxwell was absent.

#### **CONSENT AGENDA:**

Commissioner Brown moved to approve the Consent Agenda as presented. Commissioner Rousseau seconded. The motion passed 4-0. Chairman Maxwell was absent.

- 7. Approval of staff's recommendation for Board of Commissioners to approve the bid from Blount Construction Company, Inc. for Bid #1426-B HA 5, High Density Mineral Bond in the amount of \$230,222.18.**
- 8. Approval of the January 11, 2018 Board of Commissioners Meeting Minutes.**

#### **OLD BUSINESS:**

#### **NEW BUSINESS:**

- 9. Consideration of staff's recommendation to award RFP #1409-P: Paramedic Training & Certification to Faithful Guardian Training Center at a contract price of \$5,072.21 per student with a not to exceed amount of \$72,000.**

Fire Chief Scarbrough stated that this was discussed at the retreat and during the budget process. He stated that this was approved in the budget. He referenced the scores for Faithful Guardian and Southern Crescent.

Commissioner Brown stated that if the county was spending \$5,000 for a student to train, was there a clawback provision if the student received the training and decided to leave a week later. Chief Scarbrough stated that the county attorney would be preparing a contract for a three-year expectation beyond the completion of the certification and a prorated amount if the employee left the county before the additional three years after completion of the program.

Commissioner Rousseau stated that if approved, it would be approved with the stipulation that the agreement from Mr. Davenport would accompany it before going forward.

Mr. Rapson stated that currently there was a three-year contract that would be tweaked because it did not make sense for an employee to leave and have the county send them a bill and their last check. He stated that the thing that would be modified was that the money would be swept from the last check at that employee's departure.

Chief Scarbrough stated that Mr. Davenport was working on contracts for the new hires, paramedics, and one for modifying the 911 employees as well. Mr. Rapson stated that the contract would come back to the Board to review.

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Chief Scarbrough stated that he hoped to start the program in March.

Mr. Frank Gardner; Fayetteville, asked what would happen if someone wanted to pay their own way to school. He stated that he had not heard anything in the discussion about someone paying their own way and receiving the HOPE Scholarship. He asked would the county reimburse the person.

Chief Scarbrough stated that it was possible for employees to pay their own way to participate in the program. He stated that there was a pay grade change when the program was completed. He stated that it may be a competitive process, but he did not know yet. He stated that there was a way for them to participate.

Mr. Gardner made comments that were inaudible from the audience.

Mr. Rapson stated that he could not address the HOPE Scholarship because that process would be done through a tuition reimbursement type program. He stated that staff was currently looking at how to address those who are already in the program.

Commissioner Brown stated that it was worth looking into for those who were HOPE Scholarship eligible. He stated that he had no problem with looking into that.

Vice Chairman Ognio stated that would depend on the person's applying and what grades they had, which the county had no control over.

Commissioner Brown stated that if there was a candidate that was HOPE eligible and wanted to use the program, he was willing to save the taxpayers.

Mr. Rapson stated that staff could look at that.

Commissioner Brown moved to approve RFP #1409-P: Paramedic Training & Certification to Faithful Guardian Training Center at a contract price of \$5,072.21 per student with a not to exceed amount of \$72,000 with the stipulation to have the clawback contracts and that the contracts come back to the Board for review and approval. Commissioner Oddo seconded. The motion passed 4-0. Chairman Maxwell was absent.

**10. Consideration of the Selection Committee's recommendation to reappoint Addison Lester to the Fayette County Board of Elections for a term beginning February 1, 2018 and expiring January 31, 2022.**

Commissioner Rousseau moved to reappoint Addison Lester to the Fayette County Board of Elections for a term beginning February 1, 2018 and expiring January 31, 2022. Commissioner Oddo seconded.

Commissioner Brown stated that Mr. Lester had done a great job. He stated that he raised issue with his appointment years back because he had a relative on the Board of Commissioners. He stated that was no longer the case because the relative was no longer on the Board.

Vice Chairman Ognio stated that it would be nice if the appointment came in an odd year, because an appointment like this on an even number year, the election comes quickly. He stated that he did not know if there was a way to change the term to be on odd number years.

Mr. Davenport stated that it would probably take a local act amendment to do that. Vice Chairman Ognio stated that it was something that should be looked at.

Commissioner Rousseau moved to reappoint Addison Lester to the Fayette County Board of Elections for a term beginning February 1, 2018 and expiring January 31, 2022. Commissioner Oddo seconded. The motion passed 4-0. Chairman Maxwell was absent.

#### **PUBLIC COMMENT:**

Mr. Frank Gardner; Fayetteville, stated that there was an article in the paper about a citizen who was on the road for music; Zac Brown. He stated that on June 17, Zac Brown will open a camp for the disabled. He stated that he would like to see a Zac Brown day or a Zac Brown week in recognition of what he was doing.

The Board agreed.

#### **ADMINISTRATOR'S REPORTS:**

**Public Comments:** Mr. Rapson stated that staff would reach out to Zac Brown to do a Zac Brown day or week.

**Road Closure:** He stated that there would be a one-day road closure at CSX and Sandy Creek Road. He stated that the railroad contacts have not announced when that would happen, but when announced, the county would help coordinate the detours and post the dates.

**Fire Range-Grand Opening:** He stated that the Sheriff's office firing range opening was held and it went well.

#### **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there was one item of threatening litigation and the review of the Executive Session minutes for January 11, 2018.

#### **COMMISSIONERS' REPORTS:**

##### **Commissioner Brown:**

**Public Comments:** Commissioner Brown stated that Zac Brown was working primarily with children with autism. He stated that they were designing a camp to meet all the requirements of children with autism. He stated that he loved it when local people put money back in the community. He stated that the county should have more of those type people and recognize one every week.

Commissioner Brown read the following statement into the record:

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"We have open meetings and open records laws in the State of Georgia to protect citizens from government abuse. The taxpayers pay the government salaries and expenses and they are entitled to know exactly what is happening within the halls of our local and state governments.

I can assure you that there are times when government attempts to conceal misdeeds and wrong-doing. There are instances when government staffers attempt to conceal corruption and dishonesty from their elected officials and vice versa.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountyga.gov](http://www.fayettecountyga.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).

There are moments of pressure and intimidation in government to keep certain complaints from employees or elected officials out of the public spectrum. There are moments when some are rewarded for holding or suppressing information and times where there is retribution, or the fear of such, regarding speaking out.

Public exposure gets uncomfortable. People start to squirm when things go public.

We have seen criminal convictions in metro counties and the City of Atlanta. There are now accusations flying about regarding our regional government, the Atlanta Regional Commission.

When I give government documents that are subject to the open records law to the news media or citizens because I believe something is wrong, I do not expect local officials and implicated staff members to be overjoyed.

I have been handing government documents to the news media for years. There have been a couple of times where I had to elevate my disclosure and cooperation to the state level to put an end to some local government debacles such as the water quality crisis, the County Administrator not acknowledging public works contracts in public meetings as state law requires (O.C.G.A. 36-10-01) and disruptive behavior concerning voter fraud in the home of someone on the Board of Elections.

Perhaps the worst part of government dysfunction is when elected officials either condone, cover-up or even participate in corrupt or dishonest practices. To the employees who look the other way out of fear of losing their jobs, I express my empathy, but I will not show any favor to such behavior.

For years, the county government was operating under an extremely loose set of policies and procedures that not everyone in the county government, elected officials included, had full access to.

I have duly cited experiences in meeting minutes over the years where the County Administrator has significantly overstepped his bounds. How commissioners have responded to these incidents since 2013 has concerned me deeply.

A strawman argument was created by the County Administrator to say he only had to share information with the Chairman of the Board of Commissioners and that he could act on behalf of the Board with only the Chairman's permission. As expressed in his employment contract, the County Administrator is contractually bound to the entire Board of Commissioners and is obligated to keep all commissioners fully informed on all issues whether the Chairman decides to communicate or not.

The County Administrator even attempted to create government procedure without the authority of the commissioners giving him the ability to grant additional paid holiday time for employees and himself.

I have deep concerns over county employees in unbearable working conditions. On several occasions, the affected employees actually had to raise their distress in a public Board of Commissioners meeting and it was the first time the commissioners were made aware of the situation.

It is utterly embarrassing when local elected officials or low-ranking employees have to make government wrong-doings, misdeeds or crises known to the Board of Commissioners.

Note that I have welcomed the addition of Commissioner Charles Rousseau who has been of great assistance in peeling back some of the abuses. He has been a colleague who will not only discuss the offenses, but also act. I also note our Chairman, Eric Maxwell, has done a fine job promoting fairness and openness in our meetings.



To my colleagues on the Fayette County Board of Commissioners, the public is going to see what we are made of in the coming months. We all signed off on the values statement in the back of our meeting chambers. I have expressed my concerns about the Board's ability to follow it in the past.

Are we going to stand behind the open meetings and open records laws? Are going to stand for government accountability and fight abuses of power? Let our citizens be the judge as we address such issues in the coming months."

He continued that there was a number of instances in late in 2017 where he had been made aware of something embarrassingly by a low-ranking employee, who assured him that employees throughout the system knew what was going on, but the Board did not know. He stated that the citizen was telling him what was going on in the government that he was elected and responsible for. He stated that was a joke. He stated that he hoped the Board would take it seriously, and take some action. He stated that he hoped that the Board would be responsible to the tax payers of Fayette County. He stated that he hoped that during his remaining term he could say that the Board "took care of business." He stated that there was a lot of times it was covered up and that the Board looked away or voted against changes in order to have ethical and viable transparency in government. He stated that it was time to do something.

#### **Commissioner Oddo:**

**Response to Commissioner Brown's comments:** Commissioner Oddo stated that it was a totally disappointing commentary. He stated that the county had been run very well. He stated that Commissioner Brown was chairman for two years and he heard nothing, no complaints and nothing had changed since then. He stated that this was the most transparent county he had ever seen. He stated, "this coming from a fellow who was putting up signs and trying to make people think they were anonymous people trying to beat me". He continued by asking where was the ethics. He stated that everyone was to do something Commissioner Brown's way, except Commissioner Brown.

Commissioner Brown stated that as a reference, he cited every one of his personal views of the County Administrator's personal conduct. He stated that he would cite the minutes of the meetings continuously since 2013, where he raised all the issues he complained about. He stated that anyone could have access to the records through open records request by contacting the county clerk.

#### **Commissioner Rousseau:**

Commissioner Rousseau stated for the record, to the citizens that value his service on the Board and to those who do not, "I have never, nor will I knowingly participate in anything associated with a cover up or turning a blind eye when I have knowledge of it." He stated that he had not and that his intention was to never do that. He stated that there was a lot of things that go on in respect to the legal, fiduciary responsibilities that carry a lot of weight. He stated that no one had ever shared information with him or asked him to withhold information or deny something existed. He stated that since 2015, he had labored to work collaboratively with his colleagues through disagreements and difficulties, as well as the good times, through agreement. He stated that was his charge and responsibilities. He stated that he answered to a much higher authority than man and for that he took it very seriously. He stated that he continued to pledge to each member of the Board and to the people of the community, that he called home, that he would never knowingly participate in anything that was associated with destroying their trust or that was illegal. He stated that he used the term knowingly. He stated that the Board dealt with a lot of information and there are times when their heads may get turned; not willingly, intentionally or purposely and that he was ready to admit that when he missed something. He stated that he would continue to do that. He stated that his pledge was to honor his family and the people of the county that put their trust in him to do the right thing. He stated that people do not believe in government largely because of some of the things that Commissioner Brown just mentioned. He stated that he had been in government for 35 years and it happened in some instances, but he had never participated in it. He stated that his position was always ethical and above reproach. He stated that

he prayed to God Almighty that he would give him the strength to do so. He quoted his motto: "It's what we do, how we do it and who we do it for." He stated that the county provided services to people at the highest ethical level possible; quality customer care. He stated that he valued working with staff and helping to elevate service delivery to people of the county.

**Recognizing Finance:** He stated that he would like to recognize finance for an excellent job of keeping the county fiscally sound and being responsible and ethical with the reporting. He stated that if anything was amiss, the findings would come forward and be addressed head on.

**Condolences:** He stated that Fayette County resident, Jim Pace loss his daughter. He stated that she was doing mission work in Africa. He offered his prayers of support to her family while celebrating her life and mourning her loss.

#### **Vice Chairman Ognio:**

**Response to Commissioner Brown's comments:** Vice Chairman Ognio stated that he was not participating in any cover up. He stated that Commissioner Brown wanted to go back to 2013 and to attack the way the county does business and micro-manage. He stated that we have a county administrator and his duties are to look over the issues. He stated that there was nothing to said his duty was to report employee conflict to the commissioners. He stated that there was an HR staff that did a great job working with the administrator to handle the issues. He stated that the issues had been dealt with and now Commissioner Brown wanted to make an issue of it. He stated that he did not think anyone wanted the Board to micro-manage 700 people and that was not the way it should work.

He stated that Commissioner Brown mentioned open records. He stated that there are open records procedures and those procedures require a request and the records would be looked at and redacted. He stated that he had a concern that a member of the Board would send the documents without going through the proper process of redacting the documents. He stated that the administrative staff had done a great job and that the Board would deal with the issues as Commissioner Brown brought them forward.

**Wedding Anniversary:** He stated that tomorrow was his anniversary. He wished his wife, who was in the audience, a happy anniversary.

#### **EXECUTIVE SESSION:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there was one item of threatening litigation and the review of the Executive Session minutes for January 11, 2018.

**One Item of Threatening Litigation and Review of the January 11, 2018 Executive Session Minutes:** Commissioner Brown moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 4-0. Chairman Maxwell was absent.

The Board recessed into Executive Session at 8:00 p.m. and returned to Official Session at 8:06 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Ognio moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Brown seconded. The motion passed 4-0. Chairman Maxwell was absent.

**Approval of the January 11, 2018 Executive Session Minutes:** Vice Chairman Ognio moved to approve the January 11, 2018 Executive Session Minutes. Commissioner Brown seconded. The motion passed 4-0. Chairman Maxwell was absent.

In accordance with the Americans With Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Board of Commissioners Agenda and supporting material for each item is available on-line through the County's website at [www.fayettecountygva.gov](http://www.fayettecountygva.gov). This meeting will be telecast on Comcast Cable Channel 23 and on the internet at [www.livestream.com](http://www.livestream.com).



**ADJOURNMENT:**

Commissioner Brown moved to adjourn the January 11, 2018 Board of Commissioners meeting. Vice Chairman Ognio seconded. The motion passed 4-0. Chairman Maxwell was absent.

The January 11, 2018 Board of Commissioners meeting adjourned at 8:06 p.m.

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Tameca P. White, County Clerk

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Randy Ognio, Vice Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 8<sup>th</sup> day of February 2018. Referenced attachments are available upon request at the County Clerk's Office.

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Tameca P. White, County Clerk

# COUNTY AGENDA REQUEST

Page 275 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of a proposal from Commissioner Brown for changes to the agenda deadline schedule. This item was tabled at the February 8, 2018 Board of Commissioners meeting.

## Background/History/Details:

The current 2018 agenda deadline schedule is provided as backup for this item.

## What action are you seeking from the Board of Commissioners?

Consider changing the deadlines for agenda submissions to the end of the day Friday following our County Commission meetings. This way if something comes up during one of our meetings we do not have to delay two meetings in order to have something addressed.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

# COUNTY AGENDA REQUEST

Page 276 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

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Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

# AGENDA DEADLINES, PRE-AGENDA SCHEDULE, PUBLISH DATE AND MEETING DATE

## 2018

AGENDA DEADLINE	PRE-AGENDA MEETING	PUBLISH AGENDA	MEETING DATE
December 27	January 3	January 5	January 11
January 10	January 17	January 19	January 25
January 24	January 31	February 2	February 8
February 7	February 14	February 16	February 22
February 22	March 1	March 3	March 8
March 7	March 14	March 16	March 22
March 21	April 4	April 6	April 12
<b>April 11</b>	<b>April 18</b>	<b>April 20</b>	<b>*April 24</b>
April 25	May 2	May 4	May 10
May 9	May 16	May 18	May 24
May 23	June 6	June 8	June 14
June 13	June 20	June 22	June 28
June 27	July 3	July 6	July 12
July 11	July 18	July 20	July 26
July 25	August 1	August 3	August 9
August 9	August 17	August 19	August 23
August 22	September 5	September 7	September 13
September 12	September 19	September 21	September 27
<b>September 26</b>	<b>October 3</b>	<b>October 5</b>	<b>*October 9</b>
October 10	October 17	October 19	October 25
October 24	October 31	November 2	November 8
November 21	December 5	December 7	December 13

*\*Red print indicates Tuesday BOC meeting dates.*

# COUNTY AGENDA REQUEST

Page 278 of 557

Department: Commissioners

Presenter(s): Commissioner Steve Brown

Meeting Date: Thursday, February 8, 2018

Type of Request: New Business

## Wording for the Agenda:

Discussion and action related to the complaints and investigation of the working environment of the county's 911 Department.

## Background/History/Details:

Former employees of the 911 Department issued public complaints related to a caustic work environment. Those employees supplied the Board of Commissioners with documentation related to the situation. After reviewing the aforementioned documentation, I met with the Human Resources Director to obtain some clarity on this significant breakdown in a county department which is vital to the health and safety of every citizen of Fayette County. That meeting has led me back to the Board of Commissioners with a great deal of concern regarding our administration of leadership within our ranks.

The County Attorney advised that this matter be handled in the public meeting and not in executive session as a personnel issue.

## What action are you seeking from the Board of Commissioners?

The Board of Commissioners committing to a clean investigation of the matter by an independent party chosen by the Board of Commissioners.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

## Table of Contents

Fayette County Commissioners-

I greatly appreciate your time in reading our concerns. I have included a paper copy of the Fayette County Marshal's Office findings and a summary of some things that were said by various employees. The flash drive in this packet has all other information, over 70 pages. I would suggest reading the documents in the "most important" folder first.

Thank you again, on behalf of all former 911 employees in attendance tonight.

## Fayette County 911 – 2017 Concerns Summary

The Fayette County 911 center has gone through many significant events this year. More than 15 employees were terminated or resigned in 2017 alone. The center switched from 8 hour shifts to 12 hour shifts starting in July 2017, and no leave requests longer than one day have been accepted since July.

Please see the other documents in this packet for further details. Of particular interest:

“At that point I stood up and yelled ‘if you don’t like it you can get the hell out.’ Dana then yelled back something (I do not recall) and I responded ‘I don’t give a goddamn. I am sick of this.’”

- Bernard “Buster” Brown, Center Director (Buster Statement, Page 2)

“Heather Brown – Called male trainee ‘pussy’ & told Buster & got away with it”

- Brady Every, Human Resources (BE Notes, Page 2. Handwritten)

“He [Director Brown] became very angry and yelled at her [Assistant Director Smith] and said ‘You don’t tell me to wait’ and he began huffing and breathing hard.”

- Janika Terrell, Former Shift Supervisor (Janika Statement)

“Altercation did occur between Buster and Dana, Buster was aggressive and used profanity several times, as a result Dana became aggressive [...] Buster was not forthcoming with the HR director on the day following the altercation to divulge the total severity.”

-Fayette County Marshal’s Office investigation findings. (FCMO Findings. Likely written by Deputy Marshal Caldwell, but no name appears on the report).

COPY

No criminal findings from Marshal's investigation

Buster did not drink beer at Tavern

Altercation did occur between Buster and Dana, **Buster was aggressive and used profanity several times,** as a result Dana became aggressive

Janika was not interrogating cadets, she did agree supervisors need to improve upon communication with cadet

**Buster did not have all the fact when he stated Janika was interrogating cadets**

No grounds for terminating Buster, Dana or Janika

Dana requested to transfer to another department if Buster was not terminated but there are no vacancies for which she is qualified.

Buster should receive one-day suspension and written reprimand for using profanity toward an employee. This is consistent with past disciplinary action throughout the County

Dana should receive a written reprimand for not remaining professional and letting her emotions get the best of her resulting in aggressive behavior when confronted by Buster.

Janika should receive a verbal in her file that she has agreed with the HR Director to work on improving her and other supervisors' communication with cadets

Buster and Amber need to be counseled that their relationship needs to be maintained above reproach. There is a general perception that their relationship is more than just on a professional level

**Buster was not forthcoming with the HR Director on the day following the altercation to divulge the total severity**

To restart the engine, there needs to be a meeting between Buster and Dana, management and the cadets, supervisors and management, all with HR present

Remarkably noted is the fact that even those who have issues with Buster feel he is the right person for the job and is taking the center to a new level

Recommend discarding rank system, it is not recognized in Munis, position control or anywhere outside the center itself

Recommend some type of team building with supervisors and management, maybe via EAP

Buster did not meet with employees before they were allowed to acknowledge evaluations, he made them do that before they met

**Buster is known to be loud and use profanity in the radio room, known to make comments in jest about firing people**

Anytime an employee clocks in they will be in appropriate uniform. It appears that in the past there may have been instances where employees dressed very casually when training.



Jordon Posey

December 14, 2017

Request to County Commissioners

To whom it may concern:

I am hereby requesting a waiver of any training fees that I may have incurred as a result of my early resignation. The Fayette County Marshal's Office has confirmed that Bernard Brown used profanity and acted in a threatening manner towards several employees on multiple occasions. Every witness statement, including Mr. Brown's own statement, confirms this. In addition, some former employees, such as Chelsea Rosales, were not required to pay back any fees, despite being employed for less than three years. I feel it is discriminatory to require some employees to repay training costs, but not others.

The center has also undergone massive changes since my start date in May 2016. We changed from eight hour shifts to twelve hour shifts, which forced a major lifestyle change on all employees. The center was staffed by 5-6 employees when I started, but now we are having trouble keeping four employees on a shift without having to rely on administrative staff. I have rolled the call counter past 99 on many occasions and it quickly leads to burnout, and that is in addition to working a busy radio. I have also expressed concern about officers calling out traffic stops incorrectly, sometimes with them even failing to provide a location (which creates a major officer safety issue.) All of my concerns have been dismissed as "crabbing" or "being butthurt". A mock "butthurt report" was even given to me on one occasion. During training, it was drilled into my head to always enter a correct location, but I can't do that if officers don't provide one and tell me to standby. These major changes in the work environment nullify the contract in my opinion.

In addition, I am requesting that all of my accrued time off (including sick and holiday time) be paid in full. We have not been able to take time off since late June, meaning I have been accruing time that I am unable to use. Director Brown has intimidated us and discouraged the use of sick time, since we have to call the assistant director, no matter what time of day it is. We are always questioned about what is wrong when we call out sick, despite that being private information.

My last evaluation had no negative marks and I have even been responsible for training a few new employees and letting them observe. I feel that I have more than repaid any training debt to Fayette County since I have been involved in training new employees myself.

I have already contacted County Administrator Rapson on three different occasions. The first two times I was told to wait for a meeting date, and the third time I was advised of an EEOC complaint that is pending, and Mr. Rapson advised he would be unable to discuss these concerns. I have included a copy of these emails on the flash drive.

Thank you for your time-

Jordon Posey

Joseph Porter

December 14, 2017

Request to County Commissioners

To whom it may concern:

I am hereby requesting a waiver of any training fees that I may have incurred because of my early resignation. The center has undergone massive changes since my start date in November 2016. It was explained to me before accepting the job that our schedules changed every few months and yet I was stuck on a shift that required me to be on a completely different sleep schedule from my wife, 10 year old daughter, and my then newborn baby girl for the majority of my employment. Those are precious months of my youngest's life that I will never get to experience. I've been in the military and understand sacrifice, what I've witnessed at the 911 Center in Fayette County is the direct result of poor leadership that doesn't care about the well-being of its employees.

When I was signed off on Fire Dispatch in May of 2017 it was with the understanding that I would receive further training on the midnight shift that I was going to. Trainers and cadets were both under heavy pressure from the administration to get cadets out of training as soon as possible because of the current manning issues, that is the only reason that I signed any documentation saying that I was trained. Upon transitioning to my new shift as a Fire dispatcher, I received no further training and was unable to utilize any procedure guides to train myself because they had not been updated in a very long time. There were other cadets that were rushed out of training around this time due to other issues in the center. When we transitioned to 12-hour shifts, I was put on a shift with two other cadets that were rushed out of training as well. We also did not have a trained supervisor on our shift at that time. Three inadequately trained dispatchers with one dispatcher who knew what he was doing. We would often turn to him anytime we did not know what to do, which was multiple times each shift and a serious safety issue for our units. Knowing that the administration cared more about quantity of dispatchers over quality of dispatchers and unit safety, I started looking for a new job.

The Fayette County Marshal's Office has confirmed that Bernard Brown used profanity and acted in a threatening manner towards several employees on multiple occasions. Every witness statement, including Mr. Brown's own statement, confirms this. In addition, there is a long list of former employees that were not required to pay back any fees, despite being employed for less than three years.

Working conditions at our 911 Center, enforcement of the standard operating procedures, and training procedures should all be examined and improved upon.

I appreciate you taking the time to read this,

Joe Porter

## **Investigation Findings:**

### **Complaint of Harassment, Hostile Work Environment and Discrimination at the Fayette County 911 Center**

**June 21, 2017**

On June 1, 2017, Wendy Coulter, a Communications Officer at the Fayette County 911 Center, presented a charge of harassment, hostile work environment and discrimination against Supervisor Janika Terrell, Supervisor Dana Evans, and Communications Officer Rebekah Acosta. See attachment A. The allegations were presented during a meeting with County Administrator Steve Rapson and Human Resources Director Lewis Patterson. Also attending the meeting were 911 Assistant Director Amber Smith, and Communications Officers Lea Brown, Hazel Holcomb and Terminal Agency Coordinator Sharon Battle. After hearing from those in attendance, Mr. Rapson instructed 911 Director Buster Brown to place Terrell, Evans and Acosta on paid administrative leave pending an investigation of the allegations by Human Resources.

Between June 2 and June 19, Human Resources Director Lewis Patterson and Human Resources Administrator Brady Every interviewed twenty-nine of the thirty-one 911 Center employees. A new employee who has not had exposure to the radio room and a part time employee were not interviewed. A summary of information obtained during the investigation relating to the allegations in the complaint is as follows:

#### **Threatening Statements (“snitches get stitches”)**

Ms. Coulter states that the three employees named in the complaint talk about “how cadets are thin skinned and are snitches,” that “cadets need to remember that they don’t like snitches and that snitches get stitches,” and that they look at her and say that she “needs to remember that snitches get stitches.” Assistant Director Amber Smith interviewed Ms. Coulter on May 31 about her allegations. During that meeting, Ms. Coulter stated that the supervisors would use the “snitches” statement when either they (the supervisors) were violating policy, by using cell phones in the radio room or propping their feet up on desks, or when they (the supervisors) were complaining about the administrative staff. She did not perceive the statement to be made in a joking manner, but perceived it as a threat to her personal safety, particularly because she had brought a complaint against Ms. Evans and Ms. Terrell earlier this year.

Of the other employees interviewed, three stated they had heard the comment before. One employee [Hazel] stated that she has heard all three employees named in the complaint make the statement, particularly in response to any mention of the prior incident in February 2017. She stated that she specifically heard Ms. Evans make the comment after stating that Buster Brown, 911 Director, must go, which Ms. Hazel took to be a deterrent to anyone who might tell management about Evans’ statement. Ms. Hazel also stated she heard Ms. Evans make the statement in reference to cadets who were interviewed about her [Evans] conduct during the February 2017 incident. In addition, one employee [Megan] stated that she had heard the phrase used, but that it was directed towards callers who were

“tattling” on their neighbors, and another employee [Lea] stated she has heard the statement, but it was not directed towards any specific individual. Finally, one employee [Sharon] stated that she had not heard any threatening statements directly, but she has heard Ms. Terrell make the “snitches” comment many times when something was going on in the radio room that they did not want the Administration to know about, such as using personal cell phones.

When questioned about the comment, Ms. Evans stated she has not said “snitches get stitches” in the radio room and she is not sure if she has heard it in the radio room. Ms. Terrell admitted making the statement “snitches get stitches,” but stated that it was directed towards callers and was not made in a threatening manner. She further confirmed that the statement is made a lot in the radio room, but she has never heard it directed towards another employee. Ms. Acosta denied making the statement and denied hearing it. Ms. Acosta did state that “playful” talk could be perceived as threatening to some.

### **Comments of a Racial Nature**

Ms. Coulter also alleged that the three individuals make comments of a racial nature in response to current events on the news. She states that she has heard the following statements:

- \* Statements attributed to Ms. Acosta, Hispanic: “white people are racist”; “that’s what white people do to black people”; “all cops want to kill black men”; “all white cops are out to get black people”; “you white people finally know how it feels”; “I bet you white people are mad you can’t have slaves anymore”; and that she “hopes the cops and white people get hurt by the protesters because that is the only way they will learn.”

- \* Statements attributed to Ms. Terrell, African American: “white people are racist”; “that’s what white people do to black people”; “all white cops are out to get black people”; “and you white people finally know how it feels”;

- \* Statements attributed to Ms. Evans, Caucasian: “that’s what white people do to black people”; and “all white cops are out to get black people”.

Two other employees said racial comments were directed to them in the workplace. One, a Caucasian female [Cary Ann], said that Ms. Terrell said to her “Is that too white girl for you?” when the topic of race came up during a general discussion. A Caucasian male [Jason] stated that Ms. Acosta told him he must be the new favorite since he got to go to a conference and no black employees were allowed to attend. Another employee, a mixed-race female [Hazel], confirmed that she has heard Ms. Acosta make statements along the lines of whites being racists, she has heard statements from Ms. Acosta and Ms. Evans along the lines of “whites deserve what they are getting” and, more recently, she has heard Ms. Terrell say something similar to “whites are sorry they cannot have slaves anymore.” She considered these statements to be derogatory.

A Caucasian female employee [Racheal] stated that racial discussions take place in the radio room that could be taken out of context. A Caucasian male employee [Derek] stated that Ms. Terrell likes to discuss national race issues, but she has not said anything to cause him concern. Two employees [Cary Ann,

Melissa] stated they have heard racial comments used in general but they were said in a joking manner. Another employee [Megan] also stated that racial comments are common in the Radio Room, but she has not been offended and considered everyone to be joking.

One Caucasian female employee [Sharon] stated there was tension over the Black Lives Matter movement, and there is frequent discussion of a racial nature which is generated from current news events. As an example, she has heard statements that whites do not understand the black community. This employee also expressed concern about these racial comments because as dispatchers, they are charged with protecting the lives of law enforcement and she believes the negative comments about police officers are offensive, particularly because some employees in the radio room have relationships with or are married to law enforcement officers.

Another employee [Katie] also stated that Ms. Acosta's opinion that when officers get hurt, it is justifiable payback, is of concern and a conflict with their duties and responsibilities, which is to protect law enforcement.

When questioned about these statements, Ms. Acosta denied making racial slurs or derogatory comments but did admit racial conversations occur in the workplace but no one has ever told her they object to what was being said. She stated that as a person of color, she relates to the people who are getting hurt. She further stated, however that she has no hostility towards the police or whites.

Similarly, Ms. Evans denied making any "direct" comments of a racial nature towards others and states that she would not tolerate that. She acknowledges that they do discuss racial issues in the context of the news headlines. Ms. Terrell also denied making racial comments and stated that she would not tolerate others making such comments. Ms. Terrell stated that Ms. Acosta does talk about what is on the news, but no one has complained to her (Terrell) about the discussions.

### **Concerns about the Work Environment**

During the course of the investigation, a number of employees shared concerns about their work environment under the supervision of Ms. Evans and Ms. Terrell. They described an atmosphere that is plagued by low morale, negativity, and intimidation. At least one employee stated she is considering finding other employment because of the negative work environment. In addition to the comments addressed above, employees stated that Ms. Evans and Ms. Terrell have a condescending attitude, talk down to employees in a rude and degrading manner, do not require trainers to provide adequate training for new employees and, on one occasion, ignored one employee completely and failed to offer assistance when requested. One employee also specifically described the lack of adequate training by Ms. Terrell and how Terrell publicly embarrassed her when she made a mistake. As supervisors, Ms. Evans and Ms. Terrell are responsible for adhering to the highest standards of conduct and setting the example for their subordinates as well as other employees in the 911 Center. They also are expected and required to take corrective action with any of their direct reports who fail to conduct themselves in an acceptable manner or otherwise meet expectations.

## Findings and Recommendation

The use or tolerance of inappropriate racial comments or slurs, threatening language, and derogatory comments are all violations of the County's Harassment Policy 440.03 and Disciplinary Policy 428.01. See attachments B and C. As outlined in Policy 428.01, the County has a right to expect a minimum standard of conduct from each employee. Employees are expected to conduct themselves in a manner that is compatible with public service and the position which they occupy. Supervisors are held to a higher standard as they set the example for their subordinates.

Based on the information obtained during this investigation, it is the opinion of Human Resources that the two supervisors identified by the claimant, Ms. Evans and Ms. Terrell, have engaged in conduct that violates the County's policies and is unacceptable for their positions of authority as supervisors. Their actions have fostered a work environment of negativity, intimidation and distrust. Therefore, it is the recommendation of Human Resources that Ms. Evans and Ms. Terrell be terminated for failing to meet the standards of conduct which the employer has a right to expect by creating an intimidating or offensive working environment.

Based on the information obtained during this investigation, it is the opinion of Human Resources that Ms. Acosta made inappropriate racial comments which her co-workers found to be concerning and offensive. It appears that no one, including her supervisors, communicated to Ms. Acosta that other employees regarded her comments as inappropriate and offensive. However, Ms. Acosta should have understood the inappropriate nature of her comments relating to white officers given the duties of her position as a 911 Communications Officer, and her knowledge that some employees in the radio room have relationships with or are married to law enforcement officers. Therefore, it is the recommendation of Human Resources that Ms. Acosta be suspended for three days without pay and be required to attend sensitivity training.



## EMPLOYEE NOTICE

<b>Employee</b> Rebekah Acosta	<b>Employee No.</b> 3115	<b>Supervisor</b> Amber M. Smith
<b>Position</b> Communications Shift Supervisor	<b>Date</b> June 26, 2017	<b>Department Head</b> Bernard J. Brown

This notice is given to advise you of either loss of pay, a change in job duties or responsibilities due to unsatisfactory work performance or misconduct, or documentation made part of your personnel file due to unsatisfactory work performance or misconduct. Continuance will result in further disciplinary action up to and including termination.

NATURE OF INFRACTION	COMMENTS
<input type="checkbox"/> <b>ATTENDANCE</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> <b>SAFETY</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> <b>DEPARTMENT RULES</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input checked="" type="checkbox"/> <b>CONDUCT</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input checked="" type="checkbox"/> Group 3 <input type="checkbox"/> <b>WORK QUALITY</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> <b>WORK PERFORMANCE</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3 <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/> Group 1 <input type="checkbox"/> Group 2 <input type="checkbox"/> Group 3	<div style="border: 1px solid black; padding: 10px;">           See attached document: Investigation Findings: Complaint of Harassment, Hostile Work Environment and Discrimination at the Fayette County 911 Center. June 21, 2017         </div>

Has employee been warned before about this offense: Yes ☐ No ☐  
 How? Oral ☐ Written ☐ When? \_\_\_\_\_

## ACTION TAKEN

☐ VERBAL REPRIMAND  
☐ WRITTEN REPRIMAND  
☐ ADMINISTRATIVE LEAVE ☐ 3 Days ☐ 5 Days ☐ 10 Days ☐ Other Effective Date: \_\_\_\_\_  
☐ SUSPENSION ☐ 3 Days ☐ 5 Days ☐ 10 Days ☐ Other Effective Date: \_\_\_\_\_  
☐ DEMOTION  
☒ DISMISSAL Position \_\_\_\_\_  
 Effective Date June 26, 2017

## RECORD SECTION

Supervisor's Comments

Based on the findings of the investigation, it is the director's determination that Rebekah Acosta failed to meet the standard of conduct which the employer has a right to expect and termination is warranted.

Employee's Comments

If you are no longer a probationary employee and you disagree with this action refer to Section 428.01, Disciplinary, of the Personnel Policies & Procedures Manual for rights of appeal

Supervisor's Signature

Date

Signature of Employee Acknowledging Receipt

Date

Employee's signature does not necessarily indicate agreement with the action taken. It indicates only that the supervisor has reviewed the EMPLOYEE NOTICE with the employee.

June 7, 2017

Mr. Patterson,

Per our conversation on Monday, June 5, here is my statement about some of the issues that have occurred at the 911 center. I feel the environment has been hostile since the incident in February where the cadets were removed from their trainers. Since then, there has been a lot of negativity toward the cadets as well.

My trainer changed from Jason Passmore to Kaesha Strain after the incident in February. Personally, I felt as though I could not say anything to anyone about the way I was being treated by Kaesha. I felt she was very condescending and was not training me. If I made a mistake on the phone, I would not be allowed to answer. My "time out" periods usually lasted about an hour or more and there was a time I went over three consecutive hours before I was allowed to answer phones again. When I was on the radio, Kaesha would say things like, "you are slow" and "you will not be able to handle a busy radio", but she did not properly train me on how to enter radio traffic. If I had a question, she would make an issue out of my asking. If I missed radio traffic and asked for assistance, she would only say, "I don't know, what do you think they said?" If I got it wrong, she would not allow me to continue working on the radio. I only spent two days working Fayetteville Radio under Kaesha, and of those two days, the only direction I received was being told to read the training manual unless a supervisor heard my question. If I asked one of my coworkers, Kaesha would become upset and tell me she is my trainer and I should ask her if I have a question. Janika Terrell noticed the way Kaesha would talk to and treats me and finally took me into the supervisor's office to talk about why I was upset. After this



conversation, when Kaesha was condescending towards me again, I told her I am fine with her giving me direction but she did not need to be condescending. This angered her and she told me she would say nothing to me anymore and just print out policy. The last time she printed policy, she slapped it on my desk, told me to read and sign the paper then put it into my DOR book. This action was done in front of everyone and was embarrassing. I felt she was threatening me by saying she would just print policy. Since Kaesha left, Janika has been my trainer. Once again, I feel I am not being trained. I have noticed other people making mistakes on locations but they are usually corrected by their trainer before being entered into a call. If I make a mistake with location, the call is entered then I am berated for making the mistake and I have been told I will lose my job. I understand the importance of correct locations but I do not understand why incorrect locations for other trainees are changed and mine are not. The same is true for when I make a mistake on the nature of the call. When I make a mistake with the nature, Janika only asks, "What would be a better nature?" or she will phrase a question that does not have a correct answer then notates in my DOR that I was unable to resolve an issue myself. I have heard other trainers explain why another nature would be appropriate, but I have not received that same kind of training. I feel I cannot ask questions and I am being set up to fail. Although I was told by some of the administrative staff to ask if I wasn't sure, when I ask Janika she only tells me to use my best judgment then notes in my DOR that I did not do it correctly. Because I have heard and observed other trainers giving direction and assisting their trainees, I feel as though I have been set up to fail. I do not know why I am being treated in this manner but I feel it is very hostile and discriminatory toward me.

I also feel the environment at the 911 center is hostile toward most of the trainees. I understand this is a very involved job, but there is no reason for trainees to be treated as inferior

while being trained. There is also hostility toward the administrative staff by the supervisors and some of the members of my shift, 4pm to midnight. I have heard many derogatory statements toward Buster like “he does not know what he is doing” and “he needs to go”. There have also been statements like “it wasn’t like this before”. Since I was not there before, I have nothing to compare. I have also heard racial statements along the lines of whites being racists, mainly by Rebecka. During the time of rioting, I heard Rebecka and Dana saying things along the lines of whites deserve what they are getting. Janika has recently said something similar to “whites are sorry they cannot have slaves anymore.” Whenever the issues that occurred in February are mentioned, often Dana, Rebecka, and Janika have said “snitches get stitches”. Janika has also said words along the lines of “I don’t care for that CaryAnn”. I feel as though Janika, Dana, and Rebecka have tried to bully members of my shift and it is an uncomfortable environment while they are together. There are times I have felt uncomfortable because of the way Janika, Rebecka, or Dana would talk quietly then watch what I was doing. I have witnessed Rebecka talking quietly with Janika and Dana and I also heard her say “draft” then collect paper from Janika and Dana. I have also witnessed Rebecka tell Dana to meet her in the supervisor’s office and they quietly talked. There have also been comments like “why is Amber still her?” and “here come a salaried one” made by Dana, Rebecka and Janika. They also have said statements about Sharon like she thinks she is one of us and they talk badly about people who used to work there. I remember one night a call came from a former employee, Kim, that sparked comments like, “I’m glad she is gone” by Kaesha and someone else, I cannot remember said she was “totally 96”. There have been many times Dana or Rebecka start to say something and Janika will make them stop by shaking her head. It has been a more comfortable environment without the negativity Janika, Dana, and Rebecka have brought to the shift.

There have been many conversations and incidents that have occurred while I was there that I only partially witnessed because for a time while Kaesha was my trainer, I was not allowed to talk to anyone and I was told to read SOP's or the training manual. If you have any questions, please feel free to contact me.

Thank you,

A handwritten signature in blue ink that reads "Hazel Holcomb". The signature is written in a cursive style with a long horizontal flourish at the end.

Hazel Holcomb

06/01/2017

I first would like to say that I DO enjoy my position here at Fayette County 911 but I am concerned about the work environment. Earlier this year I had an incident which made me feel bullied, humiliated and not welcome. I am referring to the incident with Janika and Dana. I have not had much interaction with either of them since due to scheduling but there has been obvious tension during shift change, initially with being ignored, even with simple hellos.

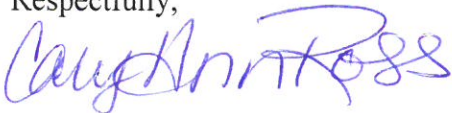
Recently, I have had to work on the same shifts with both of them, which required more interaction, or lack thereof in this case. Working with them has been something that has been weighing heavily on me since the big incident and I have dreaded it, because I cannot even receive a simple reply to a cordial hello on any other given day. Well, I guess I had every right to feel this way. This last week I had to work side by side Janika and she acted as if I weren't sitting right there. I was supposed to be observing her in between call taking and she did not acknowledge me in any shape or form. During the shift I had a question regarding someone looking for where a vehicle had been towed. Janika was the documentor on the original call but she was on the phone and I believe Dana was busy as well so I asked Jason for help. He also could not find the answer so across the room Janika says "Dana is right behind you!", I assume she was talking to me but of course without saying my name or looking at me I cannot be sure. I approached Dana after that and Dana tried to find the answer and also couldn't so Jason then asked Janika after she was off of the phone.

I feel that some of my coworkers are aware of the tension or have heard stories about the incident between myself, Dana and Janika and step in for me and have the conversations for me so that I am not subjected to the cold shoulder or "attitude". To be honest, the further I get in my training the more I worry, "Will I be stuck on shift with these two and subjected to this out casting behavior for hours at a time?", Will I be treated unfairly because they are supervisors and clearly do not like me?" so I have considered looking for different employment, not because I do not like my job, or the majority of my co-workers but because of these couple people and their "friends", they have recruited to act the same towards me.

I would like to see these issues resolved so that I am able to stay and retire here, which has been my plan from the beginning.

Thank you for your time and understanding.

Respectfully,



Cary Ann Ross



Statement: Assistant Director Amber Smith

June, 7 2017

On Tuesday May 30, 2017 I was travelling back from Kentucky and Director Bernard J. Brown (Buster) called me on my cell phone. He advised that Communications Officer Wendy Coulter had come to him and expressed multiple concerns about what was happening on her shift and how employees were being treated. I was at the end of my trip and coming into the county so I decided to stop to speak with Buster and Training Manager Kyle Turner in person. Buster and Kyle both explained that Wendy stated trainee Hazel Holcomb was being set up for failure by her former trainer Communications Training Officer Kaesha Strain (who has since resigned) and being threatened by her current trainer Shift Supervisor Janika Terrell. Buster and Kyle explained that Wendy advised "Snitches get Stitches" was said to her and Hazel on multiple occasions by Shift Supervisor Janika Terrell, Shift Supervisor Dana Evans and Communications Officer Rebekah Acosta. I questioned if they were saying it as a joke or were referring to something outside of work. Buster suggested we both talk to Wendy again when she returned to the Center the next day so I could hear it first hand from her and could ask her my questions directly.

On Wednesday May 31, 2017 Wendy came into work at approximately 3:30pm. We asked to speak with her and she came into Buster's office. I asked her to explain what was going on. She said that Janika, Dana and Rebekah have been drafting a document while on duty on the county computers to attempt to get Buster fired. I asked her how she knew that was what they were doing and she said she has heard them talking about it. She advised that they were using a personal flash drive in the county computers for these documents. She explained that they have been discussing filing fabricated complaints against Buster so he will be terminated. She said that Hazel had been set up for failure explaining that Kaesha would let her sit for hours and wouldn't train her and now Hazel is in fear of losing her job. I asked about Hazel's training now and Wendy advised that she is not sure what is going on with her training now that Janika is training her. She said that her and Hazel have been harassed and threatened since the last incident occurred that involved Janika and Dana, but that she has been too afraid of retaliation to bring it forward. She explained that she got to a point where she felt obligated to tell us due to the severity of what was happening which is why she decided she needed to speak to us now. She stated that Janika, Dana and Rebekah have all said to her "Snitches get Stitches". I asked Wendy in what context were they using that phrase; if they were saying it while joking around or in reference to something outside of work and she said they were not. She advised they would say it anytime they were violating policy or when they were complaining about the administrative staff. I asked how it was said to her and Wendy explained that when it was said it did not sound like a joke. I asked how often it occurred and she said "All the time". I asked when it started and she said it started after Dana and Janika returned to work after the last incident. I asked Wendy if she felt threatened and she said she did. I asked her in what sense did she feel threatened... if she was afraid she would lose her job or if she thought they would harm her. She started to cry and said she was scared that they might do something to her outside of work. She explained it has gotten to that point where she thinks they might harm her physically which was why she decided it was time to come forward. She mentioned that they asked Hazel where she lived and that really concerned her. Wendy also advised that a lot of racial anti-white and anti-cop discussions occurred on the shift between Janika, Dana and Rebekah. She explained that several comments had been made in a derogatory nature about "white people" and "white cops".



Assistant Director Amber Smith

6/7/17

Date

Amber Smith 

Page 1 of 15



Statement: Assistant Director Amber Smith

June, 7 2017

During my meeting with Human Resources Director Lewis Patterson June 6, 2017 he mentioned not being familiar with the term "snitches get stitches" prior to this incident. I told him although I was already familiar with it, I had taken the time to look at case law related to threats with that statement. I told him everything I found deemed "snitches get stitches" a threat and said I would share this information with him.

I did a general search for '*case law snitches get stitches*' and every article that I read stated that the statement was a "true threat" and was used against the prosecuted subjects. A "true threat" is defined as a statement that a reasonable recipient would have interpreted as a serious expression of an intent to harm or cause injury to another. The cases that I viewed are related to "witness tampering" or "witness intimidation" and not workplace harassment, but it still gave me a better understanding of how serious the statement "snitches get stitches" is taken in a court of law. To be a threat, a statement or act must occur in a context or under such circumstances where a reasonable person, in the position of the speaker, would foresee that the statement or act would be interpreted as a serious expression of intention to carry out the threat rather than as something said in jest or idle talk. As stated above, when asking Wendy Coulter in what context the phrase "snitches get stitches" was being used, she advised it was during deprecating discussions about the administrative staff and when they were blatantly violating policy in the radio room.

The phrase "snitches get stitches" may imply that violent reprisal should and will befall those who cooperate with law enforcement. In the proper context, these words would cause a reasonable person who is cooperating with investigators to fear bodily harm. Other courts have upheld convictions for witness tampering or witness intimidation based on this exact phrase. See *State v. Sabato*, 321 Conn. 729, 749, 138 A.3d 895 (2016); *People v. Horton*, 21 N.E.3d 207, 208–09, 24 N.Y.3d 985, 996 N.Y.S.2d 578 (2014); *State v. Clark*, 175 Wash.App. 109, 302 P.3d 553, 555–557 (2013); cf. *Cantu v. Mich. Dep't of Corr.*, 653 F.Supp.2d 726, 744 (E.D. Mich. 2009) (finding that "snitches get stitches" was a "threat of physical harm [that] would without doubt deter an individual of ordinary firmness" from cooperating in an investigation).

Below I have included information in regards to Hostile Work Environment Harassment which is what I am basing my general knowledge of the subject on and the cases I am referencing. I also included an article on workplace violence "**When Snitches Get Stitches: Physical Violence As Workplace Retaliation On The Rise**" and an article that describes a retaliation lawsuit "**Fire department dispatcher's retaliation lawsuit settled for \$80,000 by city**". I included those two articles to help further explain and articulate what I fear will potentially be the future for Fayette County 911 if Janika Terrell, Dana Evans and Rebekah Acosta continue to be employed at our Center.



Assistant Director Amber Smith



Date



Statement: Assistant Director Amber Smith

June, 7 2017

<https://www.dol.gov/oasam/programs/crc/2011-workplace-harassment.htm>

**Hostile Work Environment Harassment**

A hostile environment can result from the **unwelcome conduct of supervisors, co-workers**, customers, contractors, or anyone else with whom the victim interacts on the job, and the **unwelcome conduct renders the workplace atmosphere intimidating, hostile, or offensive.**

Examples of behaviors that may contribute to an unlawful hostile environment include:

- discussing sexual activities;
- telling off-color jokes concerning race, sex, disability, or other protected bases;
- unnecessary touching;
- commenting on physical attributes;
- displaying sexually suggestive or racially insensitive pictures;
- using demeaning or inappropriate terms or epithets;
- using indecent gestures;
- using crude language;
- sabotaging the victim's work;
- engaging in hostile physical conduct.

**When harassing conduct violates the law\***

First, **unlawful harassing conduct must be unwelcome and based on the victim's protected status.**

Second, the conduct must be:

1. **subjectively abusive to the person affected;** and
2. **objectively severe and pervasive enough to create a work environment that a reasonable person would find hostile or abusive.**

Whether an instance or a pattern of harassing conduct is *severe or pervasive* is determined on a case-by-case basis, with consideration paid to the following factors:

1. **the frequency** of the unwelcome discriminatory conduct;
2. the **severity** of the conduct;
3. whether the conduct was **physically threatening or humiliating**, or a mere offensive utterance;
4. whether the **conduct unreasonably interfered with work performance;**
5. the effect on the employee's psychological well-being; and
6. whether the **harasser was a superior** within the organization.

Amber Smith AS



Statement: Assistant Director Amber Smith

June, 7 2017

Each factor is considered, but none are required or dispositive. Hostile work environment cases are often difficult to recognize, because the particular facts of each situation determine whether offensive conduct has crossed the line from "ordinary tribulations of the workplace, such as the sporadic use of abusive language . . . and occasional teasing,"<sup>2</sup> to unlawful harassment.

\*However, the intent of the Department of Labor's *Harassing Conduct Policy* is to provide a process for addressing incidents of unwelcome conduct long before they become severe and pervasive enough to create a hostile work environment under the law.

**Harassing Conduct Policy** – The Department has determined that the most effective way to limit harassing conduct is to treat it as misconduct, even if it does not rise to the level of harassment actionable under the law. The goal of this policy is to eliminate harassment before it becomes severe and pervasive enough to violate the law.

Therefore, for the purposes of the Harassing Conduct Policy, harassing conduct is defined more broadly as "any unwelcome verbal or physical conduct based on any characteristic protected by law when: (1) the behavior can reasonably be considered to adversely affect the work environment; or (2) an employment decision affecting the employee is based upon the employee's acceptance or rejection of such conduct." Conduct that "adversely affects the work environment," even though it may not be "severe or pervasive" as required under federal law, is prohibited by the Harassing Conduct Policy.

*Examples include those listed above, as well as less severe or more isolated incidents, such as derogatory name calling, use of epithets, and unnecessary touching.*

It is the responsibility of **every** DOL employee to **promptly report** harassing conduct to anyone in your supervisory chain; or to your Agency EEO Manager in the National Office; or for regional employees, to the Regional Administrator, OASAM.

Management must take prompt, remedial action to investigate and eliminate any harassing conduct. All information will be maintained on a confidential basis to the greatest extent possible.

The Department cannot correct harassing conduct if a supervisor, manager or other Department official does not become aware of it. When an employee unreasonably fails to report harassing conduct, the Department has the right to raise this as a defense against a suit for harassment.

**EEO Process** – The Department's Harassing Conduct Policy is not intended to replace an employee's EEO rights. An employee may pursue claims of harassing conduct through both avenues simultaneously. To learn more about your EEO rights, please contact an EEO Counselor or visit CRC's web page at <http://www.dol.gov/oasam/programs/crc/index.htm>. Contact the Civil Rights Center at 202-693-6500 within 45 days of the alleged discriminatory event in order to preserve your right to file an EEO complaint. Any questions on this guidance should also be addressed to the Department of Labor's Civil Rights Center.

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#### Footnotes

1 The Department of Labor's Policy & Procedures for Preventing & Eliminating Harassing Conduct in the Workplace (Harassing Conduct Policy) is contained in DLMS 4 – Chapter 700.

2 Faragher v. City of Boca Raton, 524 U.S. 775, 788 (1998).

Amber Smith





Statement: Assistant Director Amber Smith

June, 7 2017

## CASE LAW

Court of Appeals of Washington, Division 2.

STATE of Washington, Respondent, v. Stephen Blair CLARK, Appellant.

No. 42496-7-II.

Decided: June 04, 2013

Catherine E. Glinski, Attorney at Law, Manchester, WA, for Appellant. Jeremy Aaron Morris, Kitsap County Prosecutor's Office, Port Orchard, WA, for Respondent.

### PUBLISHED OPINION

¶ 1 Stephen Blair Clark appeals his conviction of **intimidating a witness**, contending that the trial court erred in not giving his proposed definitional instruction of a "true threat." Because the trial court's instructions properly precluded the jury from convicting Clark based on constitutionally protected speech, we affirm.

### FACTS

¶ 2 On January 5, 2011, around 10:30 in the evening, Jeffrey Rimack looked out his window when he heard a high-revving car speed past his home. He watched as the white Saturn went straight through a "T" intersection, crashed through a cyclone fence, drove across the neighbor's front yard, and smashed into the home's front door. While rushing to the scene, Rimack observed the passenger, later identified as Clark, get out of the passenger door, followed by the driver, and saw the driver run off, stumble in a ditch, and disappear. Clark stumbled over to Rimack and several neighbors that had gathered at the scene and asked them to help him pull the car away from the house.

¶ 3 When Clark noticed Veronica Reczek on the phone, he asked her if she was on the phone with the police. When she responded that she was, Clark leaned toward her and said, "Don't you know that snitches get stitches, bitch?" Report of Proceedings at 43. This remark startled her because she was concerned that Clark could be hurt and she was trying to help him. Both Rimack and Reczek noticed that Clark smelled strongly of alcohol and appeared highly intoxicated.

¶ 4 The State charged Clark by amended information with **intimidating a witness** and, after he missed a required court appearance, with bail jumping. Clark testified at his jury trial that he was the passenger, was highly intoxicated, had fallen asleep in the car, and had awoken when his head smashed into the dashboard during the crash. He testified that he did not remember making the snitches comment but that he did not doubt that he made it. He explained that he was concerned the police would think he was the driver and did not intend to threaten anyone; he just wanted to getaway.

¶ 5 Clark proposed the following definitional instruction:

**As used in these instructions, threat means to communicate, directly or indirectly, the intent immediately to use force against any person who is present at the time. Threat also means to communicate, directly or indirectly, the intent to cause bodily injury in the future to the person threatened or to any other person.**

**To be a threat, a statement or act must occur in a context or under such circumstances where a reasonable person, in the position of the speaker, would foresee that the statement or act would be interpreted as a serious expression of intention to carry out the threat rather than as something said in jest or idle talk.**

Clerk's Papers (CP) at 44. The trial court, citing State v. King, 135 Wash.App. 662, 145 P.3d 1224 (2006), declined to instruct the jury on the second paragraph of this proposed instruction, instructing it only on the first as the State had proposed.

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¶ 6 The trial court's jury instructions also defined the offense: "A person commits the crime of intimidating a witness when he or she by use of a threat against a current or prospective witness attempts to induce that person not to report the information relevant to a criminal investigation." CP at 56 (Jury Instruction 7). And, in instruction 8, set out the elements of the offense:

To convict the defendant of the crime of intimidating a witness as charged in Count I, each of the following elements of the crime must be proved beyond a reasonable doubt:

(1) That on or about January 5th, 2011, the defendant by use of a threat against a current or prospective witness attempted to induce that person not to report the information relevant to a criminal investigation; and

(2) That the acts occurred in the State of Washington.

CP at 57.

¶ 7 The jury found Clark guilty on both counts. Clark appeals.

#### ANALYSIS

¶ 8 Clark asks us to reverse his intimidating a witness conviction because the trial court should have given his proposed "true threat" definitional instruction. He argues that because RCW 9A.72.110<sup>2</sup> criminalizes speech, the trial court's refusal to give his proposed instruction permitted the jury to convict him based on constitutionally protected speech.

¶ 9 We review de novo a claimed instructional error based on a legal ruling or a constitutional question. *State v. Schaler*, 169 Wash.2d 274, 282, 236 P.3d 858 (2010). We independently review the record in First Amendment cases to ensure that the legal ruling does not intrude on free expression. *Schaler*, 169 Wash.2d at 282, 236 P.3d 858 (quoting *State v. Kilburn*, 151 Wash.2d 36, 49–50, 84 P.3d 1215 (2004)). The First Amendment does not, however, protect "true threats." *Schaler*, 169 Wash.2d at 283, 236 P.3d 858. "A true threat is a 'statement made in a context or under such circumstances wherein a reasonable person would foresee that the statement would be interpreted as a serious expression of intention to inflict bodily harm upon or to take the life of another person.'" *Schaler*, 169 Wash.2d at 283, 236 P.3d 858 (quoting *Kilburn*, 151 Wash.2d at 43, 84 P.3d 1215). "The First Amendment prohibits the State from criminalizing communications that bear the wording of threats but which are in fact merely jokes, idle talk, or hyperbole." *Schaler*, 169 Wash.2d at 283, 236 P.3d 858 (citing *Kilburn*, 151 Wash.2d at 43, 84 P.3d 1215).

¶ 10 The trial court must give the jury an instruction defining "true threats" for several types of crimes. See *State v. Allen*, 176 Wash.2d 611, 628–30, 294 P.3d 679 (2013) (felony harassment); *Schaler*, 169 Wash.2d at 287, 236 P.3d 858 (threats-to-kill provision of harassment statute); *State v. Johnston*, 156 Wash.2d 355, 364, 127 P.3d 707 (2006) (bomb threat statute); *State v. Ballew*, 167 Wash.App. 359, 370, 272 P.3d 925 (2012), review denied, 175 Wash.2d 1019, 290 P.3d 994 (2012) (threatening to bomb or injure property); *State v. Tellez*, 141 Wash.App. 479, 484, 170 P.3d 75 (2007) (felony telephone harassment based on a threat to kill); see also *State v. Brown*, 137 Wash.App. 587, 589, 154 P.3d 302 (2007) (insufficient evidence to show a future threat on charge of intimidation of a judge). But the instruction is not required in all cases. See *Schaler*, 169 Wash.2d at 287, 236 P.3d 858 (no "true threat" instruction is necessary when instructions given require a mens rea as to the result); *King*, 135 Wash.App. at 666–67, 145 P.3d 1224 (witness intimidation does not prohibit constitutionally protected speech); *State v. Edwards*, 84 Wash.App. 5, 12, 924 P.2d 397 (1996) (State need not prove that threat to injure property is a "true threat" because RCW 9.61.160 criminalizes communicating a threat, not the defendant's intent to carry it out); but see *State v. Johnston*, 156 Wash.2d 355, 364, 127 P.3d 707 (2006) (RCW 9.61.160 is limited to true threats).

¶ 11 In *Schaler*, our Supreme Court provided an analytic format for resolving whether a "true threat" instruction is necessary. 169 Wash.2d at 286–87, 236 P.3d 858. The key question the Court asked was

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whether the statute, included a mens rea as to the proscribed result and, if not, a "true threat" instruction was necessary to protect the defendant's right of free speech. 169 Wash.2d at 287, 236 P.3d 858. The trial court instructed the Schaler jury that Schaler had to intend to communicate a threat. 169 Wash.2d at 286, 236 P.3d 858. The instructions did not, however, require the jury to find that Schaler intended that the person threatened reasonably fear that the threat would be carried out. 169 Wash.2d at 286, 236 P.3d 858. The Court held:

Because the First Amendment requires [the mens rea of] negligence as to the result but the instructions here required no mens rea as to result, the jury could have convicted Schaler based on something less than a "true threat." The instructions were therefore in error.

Because they did not comply with the First Amendment's "true threat" requirement, the instructions given at trial allowed the jury to convict Schaler based on his utterance of protected speech.

Schaler, 169 Wash.2d at 287, 236 P.3d 858 (footnotes omitted).

¶ 12 Here, the instructions do not suffer a similar flaw as they required the jury to find an intentional act; namely, that Clark, by use of a threat, "attempted to induce that person not to report the information relevant to a criminal investigation." CP at 57. The trial court relied on King. 135 Wash.App. at 662, 145 P.3d 1224. But Shaler superseded King and presents the analytic framework to apply in "true threat" cases and therefore we need not address whether the trial court's reliance on King was appropriate. Focusing on the criminal statute's mens rea element as in Schaler demonstrates that the State had to prove that Clark threatened a potential witness in an attempt to induce that witness not to report what she knew to the police. In other words, the State had to prove that Clark made a true threat. The element of inducing the witness not to report supplies the mens rea for the result that Schaler requires. Clark's proposed instruction was unnecessary and therefore the trial court did not err or impinge on Clark's First Amendment rights in refusing to give it to the jury.

¶ 13 We affirm.

WORSWICK, C.J.

We concur: PENOYAK and BJORGEN, JJ.

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**Court of Appeals of Maryland.**  
**United States Court of Appeals, Eighth Circuit.**

**United States of America, Plaintiff–Appellee, v. Lona Lee Colhoff, Defendant–Appellant.**

**No. 15–2800**

**Decided: August 19, 2016**

Before RILEY, Chief Judge, COLLOTON and KELLY, Circuit Judges. Counsel who presented argument on behalf of the appellant and appeared on the brief was Paul Robert Winter, of Rapid City, SD. Counsel who presented argument on behalf of the appellee and appeared on the brief was Ted McBride, AUSA, of Rapid City, SD.

A jury convicted Lona Lee Colhoff on two counts of conspiracy to distribute a controlled substance, see 21 U.S.C. §§ 846, 841(a), (b)(1), and one count of attempted witness tampering, see 18 U.S.C. § 1512(b)(1). The district court sentenced Colhoff to concurrent forty-five month sentences for each conviction. On appeal, Colhoff argues that the conspiracy charges and the witness-tampering charge were improperly joined. She also challenges the sufficiency of the evidence on the witness-tampering conviction and asserts that the statement underlying her conviction was protected expression under the First Amendment. We affirm.

I.

This case involves the prosecution of a drug-distribution network headed by Colhoff's brother, Gerald LeBeau. Gerald relied on a network of family members and friends to transport, store, and distribute cocaine and marijuana on and around the Pine Ridge Indian Reservation. His distribution network included his siblings (Colhoff, Twila LeBeau, and Marlyn "Tuck" LeBeau, Sr.), sons (Neil and Pablo LeBeau), wife (Marie Zephier), sisters-in-law (Whitney Zephier and Kateria Patton), and mother-in-law (Susan Schrader).

Gerald stored drugs and money at Colhoff's house. Several of Gerald's dealers testified to obtaining drugs for distribution from Colhoff's home. Gerald was present for some of these transactions, but dealers also would pick up the drugs directly from Colhoff and deposit money with her for Gerald. Gerald was arrested in 2011 for a supervised release violation and in 2014 for possession of cocaine. While Gerald was incarcerated, Colhoff collected money on Gerald's behalf, coordinated at least one delivery of cocaine, and conveyed messages from Gerald to other members of the conspiracy.

A grand jury charged Colhoff, along with Twila and Pablo LeBeau, with two counts of conspiracy to distribute a controlled substance. A separate indictment charged Susan Schrader, Whitney and Marie Zephier, and two others with various conspiracy and distribution offenses. There was testimony in the Colhoff trial that Schrader and her co-defendants, like Colhoff, were involved with Gerald LeBeau's drug-distribution operation. With the exception of Colhoff and Schrader, all of the defendants named in the two indictments pleaded guilty.

Schrader's trial commenced first. The same FBI agent was the case agent for both the Schrader and Colhoff trials, and several witnesses were scheduled to testify at both trials. Tr. 57. The government subpoenaed Colhoff's brother, Tuck LeBeau, as a potential witness against Schrader. On the second day of the Schrader trial, Colhoff transported Tuck to the United States Attorney's Office and waited for him in the lobby. Brady Ferguson was also present in the lobby. Ferguson had also been subpoenaed to testify in the Schrader trial and was present for a meeting with Officer Preston Patterson, a state law enforcement officer tasked to the FBI Drug Task Force. For at least part of this time, Colhoff and Ferguson were alone.

Ferguson testified that after Tuck left the waiting room, Colhoff threatened him for "snitching" on a fellow Native American. Specifically, Colhoff told him:



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I don't understand you guys just f\*\*\*ing turning against your own people. All they are trying to do is divide and conquer the people. Just a bunch of snitches. Do the crime, but can't do the time. Why don't you guys just do the time? **Snitches get stitches.** That's all you guys are. That's all you guys are, snitches. Should have listened to Russell Means.

Ferguson testified that he did not know Colhoff, and that he suspected at the time that she was Schrader's sister. Ferguson reported this perceived threat to Patterson. Based on Colhoff's statement to Ferguson, **the government obtained a superseding indictment and added a charge of attempted witness tampering against Colhoff. A jury later convicted Colhoff on all counts.**

II.

Colhoff argues that the conspiracy charges were improperly joined with the witness-tampering charge. Joinder of offenses is permissible when the charges "are of the same or similar character, or are based on the same act or transaction, or are connected with or constitute parts of a common scheme or plan." Fed. R. Crim. P. 8(a). Rule 8(a) is "broadly construed in favor of joinder to promote judicial efficiency." *United States v. McCarther*, 596 F.3d 438, 441–42 (8th Cir. 2010). Colhoff did not challenge the joinder in the district court, so we review for plain error. *United States v. Yates*, 734 F.2d 368, 370 (8th Cir. 1984); see Fed. R. Crim. P. 52(b).

Witness tampering is "factually interrelated" with the proceeding in which the defendant attempted to interfere. *United States v. Rock*, 282 F.3d 548, 552 (8th Cir. 2002); accord *United States v. Mann*, 701 F.3d 274, 289–90 (8th Cir. 2012). Joinder of a tampering or obstruction charge with an underlying substantive offense is proper, because the former is "connected to, and interrelated with" the latter. *United States v. Little Dog*, 398 F.3d 1032, 1037 (8th Cir. 2005). While our prior decisions involved attempts by a defendant to obstruct his own prosecution, we do not think it was plain error for the district court to extend the logic to an attempt to impede the prosecution of another drug trafficker who was supplied by the same person as the defendant. Colhoff and Schrader were charged in separate indictments with conspiring to distribute drugs. There was evidence at Colhoff's trial that Gerald LeBeau distributed cocaine to both women for redistribution. Witnesses in the Colhoff trial implicated Schrader as one of the people who sold or stored cocaine for Gerald LeBeau. Tr. 125–26, 172–73, 195–98, 238–39, 264. One of Gerald's drug dealers, Pat Brewer, testified that he picked up cocaine for distribution from Schrader and Colhoff. Tr. 238–42. Because there was a reasonable basis to conclude that Colhoff and Schrader were involved in a common scheme to distribute drugs, the court did not plainly err by permitting joinder of Colhoff's conspiracy charges with the charge that she attempted to tamper with a witness against Schrader.

The evidentiary overlap between the conspiracy charges and the witness-tampering charge further demonstrates the interrelatedness of the charges. Evidence of Colhoff's attempted tampering would have been admissible in a stand-alone conspiracy trial as an act in furtherance of the conspiracy to show the existence of an agreement. See *United States v. Madrigal*, 152 F.3d 777, 780 (8th Cir. 1998). At least some evidence of the drug conspiracy would be admissible to show motive in a stand-alone prosecution for attempting to intimidate Ferguson. See 1 Kenneth S. Broun, *McCormick on Evidence* § 190, at 1042–43 (7th ed. 2013). Because evidence pertaining to both charges likely would have been admissible in separate trials, Colhoff also cannot show a reasonable probability that joinder affected the outcome of the proceedings. See *United States v. Olano*, 507 U.S. 725, 734, 113 S.Ct. 1770, 123 L.Ed.2d 508 (1993). For these reasons, we conclude that there was no plain error warranting relief.

III.

Colhoff also challenges her conviction for witness tampering. She argues that the government produced insufficient evidence on the element of intent. Colhoff was convicted of violating 18 U.S.C. § 1512(b)(1). That statute requires the government to show that **Colhoff knowingly attempted to "use[ ] intimidation, threaten[ ], or corruptly persuade [ ] another person" with the intent to "influence, delay, or prevent" testimony in an official proceeding.** Here, the government's theory was that Colhoff attempted to intimidate or threaten Ferguson to prevent his testimony in Schrader's trial. Evidence is sufficient to



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support a conviction if any reasonable jury could have found the disputed element beyond a reasonable doubt. See *United States v. Johnson*, 745 F.3d 866, 869 (8th Cir. 2014).

We conclude that there was sufficient evidence to support a finding that Colhoff intended to influence, delay, or prevent Ferguson's testimony in Schrader's trial. At the time of the incident, Ferguson was at the courthouse preparing for possible testimony against Schrader in an ongoing trial. Colhoff had accompanied Tuck LeBeau, who was also subpoenaed to testify in the Schrader trial, to the same waiting room where she encountered Ferguson. Colhoff attended portions of Schrader's trial and spent a lot of time in the witness check-in room. Tr. 56. Her statement directly accused Ferguson of "turning against [his] own people." It was reasonable for the jury to infer that Colhoff knew that Ferguson was present as a prospective witness against Schrader.

Colhoff's warning that "snitches get stitches" came in the middle of a diatribe about Native Americans like Ferguson assisting the federal government to "divide and conquer the people." She made this statement when she was in a room with a potential witness against Schrader while the trial was underway. She implored Ferguson not to "turn[ ] against your own people" and to "just do the time." From these facts, a jury reasonably could conclude that Colhoff intended to influence or prevent Ferguson's testimony in the Schrader trial. We therefore conclude that the evidence was sufficient to support Colhoff's conviction.

Colhoff contends alternatively that a conviction based on her statements to Ferguson violates her right to freedom of speech under the First Amendment. The district court did not address this point, and we find nowhere in the record where Colhoff raised a constitutional claim before this appeal. Accordingly, despite the government's reference on brief to de novo review of First Amendment claims, we review Colhoff's constitutional challenge to her conviction under the plain-error standard. *United States v. Bausch*, 140 F.3d 739, 741 (8th Cir. 1998); see *United States v. Bain*, 586 F.3d 634, 639 n.4 (8th Cir. 2009) (per curiam).

Colhoff's constitutional argument is that her statements to Ferguson were merely a "political rant" protected by the First Amendment, and that only a "true threat" of a type not present here may be proscribed by the criminal law. She cites *Virginia v. Black*, 538 U.S. 343, 123 S.Ct. 1536, 155 L.Ed.2d 535 (2003), where the Court said that "[i]ntimidation in the constitutionally proscribable sense of the word is a type of true threat, where a speaker directs a threat to a person or group of persons with the intent of placing the victim in fear of bodily harm or death." *Id.* at 360, 123 S.Ct. 1536. This court has concluded, before and after *Black*, that a "true threat" is "a statement that a reasonable recipient would have interpreted as a serious expression of an intent to harm or cause injury to another." *Doe v. Pulaski Cty. Special Sch. Dist.*, 306 F.3d 616, 624 (8th Cir. 2002) (en banc); see *United States v. Mabie*, 663 F.3d 322, 332–33 (8th Cir. 2011). We held in *United States v. Gavin*, 583 F.3d 542 (8th Cir. 2009), that a conviction under another subsection of the witness-tampering statute, 18 U.S.C. § 1512(a)(2)(A), did not infringe on First Amendment rights, because "threats of violence are . unprotected speech." *Id.* at 548 (alteration in original).

The prosecution focused on Colhoff's statement to Ferguson that "snitches get stitches." Ferguson testified that he perceived this statement as a threat and immediately reported it to Officer Patterson. Ferguson's reaction was evidence supporting an inference that a threat was made. See *United States v. J.H.H.*, 22 F.3d 821, 827–28 (8th Cir. 1994).

The phrase "snitches get stitches" may imply that violent reprisal should and will befall those who cooperate with law enforcement. In the proper context, these words would cause a reasonable person who is cooperating with investigators to fear bodily harm. Other courts have upheld convictions for witness tampering or witness intimidation based on this exact phrase. See *State v. Sabato*, 321 Conn. 729, 749, 138 A.3d 895 (2016); *People v. Horton*, 21 N.E.3d 207, 208–09, 24 N.Y.3d 985, 996 N.Y.S.2d 578 (2014); *State v. Clark*, 175 Wash.App. 109, 302 P.3d 553, 555–557 (2013); cf. *Cantu v. Mich. Dep't of Corr.*, 653 F.Supp.2d 726, 744 (E.D. Mich. 2009) (finding that "snitches get stitches" was a "threat of physical harm [that] would without doubt deter an individual of ordinary firmness" from cooperating in an investigation). In *Clark*, the court ruled that a defendant made a "true threat" when he directed the statement to a witness in an attempt to induce that witness not to report what she knew to the police. 302 P.3d at 557.



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The context in this case supports a conclusion that Colhoff's statement would cause a reasonable person in Ferguson's position to fear bodily harm. Ferguson was in the United States Attorney's Office as a potential witness against Schrader. In other words, he was there to "snitch"—the very act that Colhoff said was deserving of "stitches." Ferguson was not acquainted with Colhoff, so he did not know what she was capable of doing or whether she was prone to issue empty threats. Colhoff says it was unreasonable for Ferguson to fear harm from a sixty-year-old woman such as she. But a person who is not physically imposing can wield a firearm or other weapon, and there also is no requirement that the victim fear that the speaker herself will cause the stitches. Ferguson rightly surmised that Colhoff was connected to the Schrader family, and he reasonably could have interpreted the statement as a warning that an associate of Schrader's would harm him if he cooperated with the prosecution.

Colhoff did not request a specific jury finding on whether her conduct amounted to a "true threat," and she did not ask the district court to conduct an "independent examination" of the record to ensure that the jury's decision did not intrude on protected expression. Cf. *Doe*, 306 F.3d at 621. We accept for the sake of analysis that a "true threat" standard must be satisfied for a conviction based on the use of intimidation or a threat under § 1512(b). Compare, e.g., *Clark*, 302 P.3d at 556–57, with *United States v. White*, 670 F.3d 498, 514–15 (4th Cir. 2012). Even so, there was sufficient evidence here to support a conclusion that Colhoff made a true threat that would place a reasonable person in fear of bodily harm. At a minimum, under the plain-error standard, her claim of protected expression is "subject to reasonable dispute." *Puckett v. United States*, 556 U.S. 129, 135, 129 S.Ct. 1423, 173 L.Ed.2d 266 (2009). There was no plain error in entering a judgment of conviction on this record.

\* \* \*

The judgment of the district court is affirmed.

#### FOOTNOTES

1. The Honorable Karen E. Schreier, United States District Judge for the District of South Dakota.

COLLTON, Circuit Judge.

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<http://patersonimes.com/2015/08/06/fire-department-dispatchers-retaliation-lawsuit-settled-for-80000-by-city/>

## Fire department dispatcher's retaliation lawsuit settled for \$80,000 by city

The federal lawsuit filed by a former Paterson fire department dispatcher Robert Connizzo alleging co-workers tormented, assaulted, and retaliated against him for reporting a conversation he heard over the dispatch system where two employees discussed illegal drug use and a violation of the city's sick leave policy was settled for \$80,000 by the city council on Tuesday evening.

The incident that resulted in the lawsuit happened on November 8th, 2011. Connizzo was listening to dispatch calls from the previous day at the behest of his supervisor fire battalion chief Thomas Behnke when he came upon a call in the dispatch system between Leticia Howe and firefighter Kippy Smith.

"Howe and Smith could be heard planning illegal activity, including the use of narcotics, and also planning a deliberate" violation of the city's sick leave policy, alleges the lawsuit filed on August 13th, 2013.

Connizzo, feeling obligated to inform a higher up what he had heard, informed Ryan Murray, battalion fire chief. Murray instructed him to go home and that he will be "in touch" about the call.

Murray subsequently had Connizzo write reports about what he had heard. After the reports were submitted to Murray, Connizzo was subjected to bullying at the department. He was called a "f\*cking rat," a "piece of sh\*t," "garbage," a "faggot," and even threatened with, "snitches get stitches."

Howe, fire alarm operator Keisha Wesley, and a number of city firefighters allegedly were involved in the verbal abuse, according to the lawsuit. The lawsuit states the abuse took place in front of Murray who did nothing to stop it.

Connizzo complained to higher ups including Murray and Behnke, both indicated they would address the matter, but never did, according to the lawsuit. He unsuccessfully attempted to transfer from the shift where Howe and Wesley worked in December 2011. The verbal abuse continued into mid-December, according to Connizzo's lawsuit, which resulted in him calling a meeting with deputy fire chief Michael Fleming.

Fleming allegedly informed Connizzo that "nothing would come of it" and that fire chief Michael Postorno was allegedly "pissed" of at him for reporting the "illegal and violative activity and for writing the report" that Murray had ordered him to write.

The retaliatory behavior continued during the subsequent months. On January 20th, 2012, Connizzo was informed by Murray that he would be transferred to a different shift. He was further told not to come to work until the afternoon of January 22nd, 2012.

On January 21st, 2012 at about 12:15 a.m. Connizzo's home was visited by two Little Falls police officer, who received a call from members of the Paterson fire department stating he was suicidal and was a danger to himself and other, according to the lawsuit.

Connizzo and his parents convinced the officers of the "absurdity" of the report. The officers left. On January 21st, 2012 at 10 a.m., Connizzo mentioned the incident to Fleming.

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Flemings told him he notified Little Falls police after Howe and Wesley reported he was suicidal, according to the lawsuit. The lawsuit states the incident was orchestrated to "cast doubt on the veracity" of Connizzo's valid complaint which resulted in retaliation.

Connizzo was placed on paid administrative leave on January 21st, 2012 by fire brass.

On March 16th, 2012, Connizzo was called into a meeting with Michael Postorino and deputy fire chief Kevin Hancock. He was advised that he was "cleared of all charges" despite not being charged with anything, according to the lawsuit.

Connizzo was allowed to return to work on March 17th, 2012 without any fitness for duty evaluation. After returning, the same abuse continued, until it took a far worse turn later that month, according to the lawsuit.

While leaving work after his shift, "he was accosted, assaulted and battered by a group of Paterson firefighters" including Howe, according to the lawsuit. Connizzo was allegedly approached from behind, slammed against a wall, frisked as if he was a police suspect, and content of his bag was dropped to the ground, according to the federal court complaint.

On June 18th, 2012, Connizzo was allegedly intimidated by public safety director Glenn Brown, as he was briefly leaving work with permission from supervisors to retrieve his cellphone charger, which was left home.

Brown allegedly gestured towards his handgun on his right hip as if to draw it against Connizzo as the latter was leaving the firehouse. He "immediately felt threatened and drove home."

Connizzo informed higher ups who told him to write a report. After the report was written, He was instructed to go home and not return until further notice, according to the lawsuit.

Connizzo was placed on administrative leave without his notice, he alleges. Not until September 2012, did Connizzo receive any notices. After retraining an attorney, Connizzo received a letter to undergo fitness for duty testing.

In March 2013, he was found "fit for duty," according to the lawsuit. And was to return to work on March 31st, 2013. The same day he was notified by Fleming, Connizzo sought to be re-trained in the dispatch system.

Fleming told him not to return to work on March 31st, 2013, and to wait further instruction about the re-training, according to the suit.

On June 19th, 2013, Connizzo finally heard back from the city, charging him with "inability to perform duties" and calling for his termination, according to the lawsuit.

Council members approved the settlement amount during a special meeting on Tuesday evening without any public discussions.



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<https://www.forbes.com/sites/meghancasserly/2012/09/21/when-snitches-get-stitches-physical-violence-as-workplace-retaliation-on-the-rise/#53f069fa1ffa>

## When Snitches Get Stitches: Physical Violence As Workplace Retaliation On The Rise

"The number one weapon used at work is the fist," says Larry Barton, a professor and leading expert in workplace violence who estimates more than 1.2 million Americans were assaulted at work by a coworker in the past calendar year.

The second most popular weapon? The stapler on your desk.

A new report from the Ethics Resource Center shows that physical violence at work as retaliation against whistle blowing is on the rise. Since 2009, the percentage of people who've reported misconduct at work and were victims of physical harm jumped more than 25%. By these tallies, both fists and staplers have been getting quite the workout.

In numbers from the 2009 National Business Ethics Survey, just 4% of victims of retaliation cited physical harm to their person or property—much more common was being passed over for a raise or promotions, relocation within the company or even demotion in rank. But just three years later, 31% say they were victimized by physical harm after coming forward with bad behavior or unsafe policies within their organization.

"We're seeing an absolutely stunning increase in this form of retaliation," says ERC President Patricia Harned. "And we're not entirely sure why. It could be physical harm to a person, it could be damage to a work equipment, damage to their personal property, damage to their car. But no matter how you look at it, it's a remarkable jump—and it says something pretty upsetting about where the needle has moved in corporate culture."

Amy Leiberman, an attorney who specializes in mediating workplace disputes and retaliation claims says that while she hasn't seen physical violence among her own clients and cases, attributes the rise in overall retaliation to the increased pressure upon the workforce in a continued down-turned economy. "It's absolutely associated," she says.

Her view is echoed by Joshua Estrin, a researcher who specializes in the behavioral aspects of violence in the workplace. "Anytime there's a spike in anxiety in the workforce—which we continue to see in the wake of the recession—people tend to act in ways they otherwise might not," he says. "So when a whistle blower is outed in a workforce that's under incredible pressure to perform at any cost, if what might have been a verbal interaction gets physical... Well, I'm not excusing that behavior, but I can understand the logic."

"The biggest problem with reporting ethical violations or other problems in the workplace right now is that there are negative perceptions about the people who do come forward—the whistle blowers," says Harned. Feelings like they're disloyal, that they're going against the work of the team. In other words, that they're no-good tattletales.

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Harned says she's working towards changing the corporate culture of American companies to create business environments where concerns are raised and employees are, in fact, incentivized to inform upon colleagues and even organizational practices they suspect are under-the-table or unethical. A culture where snitches are rewarded instead of abandoned or abused?

Estrin, who specializes in violence in the construction industry, says those dreams might be far-fetched. "In theory it sounds great," he says, "but in practice, maybe not." If a worker reports something that's unsafe or unethical, it could result in added costs for the company to fix the problem—not to mention damage the reputations or careers of other employees. "And then what," says Estrin, "You're going to give that guy a Starbucks gift card to thank him?"

A more likely result, he says, is you walk to the parking lot and find your car has been keyed.

So what, if anything, can employers do to create a corporate culture in which whistle blowing is encouraged? Lieberman, who's made a career of mediating and investigating workplace disputes points to the nuclear industry as a leader in the movement towards Harned's vision. The industry, particularly in the United States, has made encouraging its employees to come forward with concerns over safety, management and operations a priority. She points to plants plastered with posters, hotlines and action committees devoted to creating a culture of open communication without fear of retaliation.

"There's no easy answer," Estrin says. Company policies encouraging whistle-blowing—through ethics hotlines (most commonly associated with the financial sector), a comment box or an open-door policy with management—not only seem like a perfect-scenario solution, but they come with their own set of problems. Barton, who teaches at The American College in addition to running his own consulting firm says he's observed some truly concerning behavior in the ranks of his clients who have established hotlines.

"In the past 18 months I've seen a surge of individuals who are leaving messages on the hotline accusing coworkers of heinous things—embezzlement, infidelity, even pedophilia," he says. These accusations create huge problems for the employer, as they're faced with discerning what's true or untrue. "When used appropriately," he concludes, "Ethics reporting hotlines and policies can be a valuable asset for a company." But when they're abused, they can be their own kind of weapon for retaliation—a weapon just as abusive as fists.

June 1, 2017

To whom it concerns,

To some a job is all this will ever be; to others it is a charge from God and humanity. In seeing that contrast we understand there is no perfect job. There will never be a job in which every individual employee is satisfied with every aspect. We are adults who come from all walks of life expected to work professionally as a team five or more days each week. In that time, people will be offended, feelings will get hurt, we will laugh, and rejoice in each others' triumphs. We are human. Part of being human is recognizing our mistakes and making a change. I don't think anyone I work with is a bad person, but some need to make changes. I can only offer a few examples, as I can only inform you of what I have witnessed. There may be other details to go along with what I have to offer. There may have been other instances, meetings or conversations that took place that I was not near to witness.

Hazel has been training on call-taking alone for quite some time. She told me Monday she is in danger of losing her job. I guess no one was informed her previous trainer only let her answer phones a portion of the shift each evening. When she asked questions she was talked down to rather than instructed. She is a grown woman capable of learning who was spoken to as if she were a disobedient adolescent. That trainer has left the center, and I am sure Hazel is getting the training she needed all along but now she is behind. I wondered if supervisors had spoken to the trainer about how harsh she was, and how little she was letting Hazel actually answer phones. I wondered if the supervisors did talk to her and she continued, did the supervisors inform administration of the poor training Hazel was receiving? I saw Hazel receiving poor training, but I do not know if anyone was communicating with her or her trainer to improve her situation.

When on evening watch I was very preoccupied with my training, but it was very obvious there was one person who was singled out. As much as she wanted to be, she was not part of the team. She is often pushed aside, and brushed off when expressing her concern or ideas. There was one evening Wendy answered a call and entered it as a theft. The male on the line stated he was selling his iPad to an individual in a restaurant parking lot. The male on the phone told Wendy he handed his iPad to the subject to look at. He was expecting the gentleman to give him money for the iPad, but the subject turned and ran away with it instead. After another CO dispatched the call she asked why it wasn't entered as a robbery. Wendy answered by explaining the iPad was not forcibly taken from his person. He actually handed the device to the subject. That was not enough. Others in the room joined in trying to argue with Wendy, but Wendy was not interested in a quarrel. The debate went on much longer than it should have considering the CO could have changed the call to a robbery prior to dispatch if she thought it a more suitable nature, but she argued it after dispatch when it can no longer be changed. I don't know how Wendy felt that evening, but it made me feel uncomfortable being just a bystander.

After that evening I started noticing Wendy being moved. She would put her things down at the Fayetteville position upon arrival, and go to the restroom before her shift started. Another CO would

come in while Wendy was away and move her things to SO. Wendy was working SO every evening for quite some time. She was patient while all of us cadets trained on Fayetteville and Peachtree City. When one of us were not there she had the opportunity to work a different position. However, because others don't like to work Fire or SO Wendy would be moved to SO.

I do not expect everyone to be in a happy mood every day. I don't expect everything to run smoothly every second. I do expect my coworkers to have a sense of respect for each other. Even if one is not liked he or she can still be respected. We are on the same team, and are expected by the community to work smoothly together. Our administrators expect us all to do such important tasks because the citizens count on it. If someone is afraid she will lose her job because she was poorly trained or if someone is miserable on her shift due to the unnecessary disrespect of her coworkers the citizens will not be receiving the very best service possible.

It is on purpose that I have only put two names in this letter. I do not wish to point fingers, and I certainly don't want my coworkers to think I am singling them out. There are multiple people at fault including myself. I could have told my supervisor and my administration about all of this but hadn't until now. If it is so many at fault, why punish one or two. It is agreeable that a change needs to be made, but it is with more than just individuals. I would appreciate very much if you would omit my name as well. I'd like to stay at Fayette County 911 for some time, and would like the opportunity to serve the citizens in as much peace as is humanly possible.

Sincerely,

Previously a Cadet

June 1, 2017

Lewis Patterson

Fayette County HR Director

CC: Bernard Brown and Amber Smith

Re: Harassment, Hostile Work Environment and Discrimination

Mr. Patterson,

This letter is to notify you that I am formally lodging a complaint against Fayette County and Fayette County 911 Center for harassment, hostile work environment and discrimination due to actions and comments from Supervisor Jankia Terrell, Supervisor Dana Evans and Telecommunication Officer Rebekah Acosta. I am hoping this matter can be rectified internally rather than filing an EEOC charge with the federal government. Attached is a list of everything to support the claims made to you on this date.

Sincerely,

Wendy Coulter

A handwritten signature in blue ink that reads "Wendy Coulter". The signature is fluid and cursive, with the first name "Wendy" and last name "Coulter" clearly distinguishable.

Fayette County 911

Telecommunications Officer

- All of the following information has occurred inside the telecommunications center while each person was on the clock being paid to work for Fayette County 911.
- Janika Terrell, Dana Evans and Rebekah Acosta have been targeting myself and the below listed cadets since Ms. Terrell and Ms. Evans returned to work a few months ago. Somehow the three found out who was involved in submitting a complaint on their discrimination and harassment of the cadets. They have been targeting myself (Wendy Coulter), Cary Ann Ross, Hazel Holcomb and Lea Brown ever since. There are also other cadets that they target, but they are too afraid to come forward because they are scared of retaliation. Some of the cadets that have been targeted are no longer employed at the 911 center.
- Whenever Janika, Dana and Rebekah (or any combination of them) are present in the radio room on evening watch they talk about how the cadets are thin skinned and are snitches. (They do this when any cadets are in or out of the radio room)
- They say that the cadets need to remember that they don't like snitches and that snitches get stitches.
- They also look at me and say that I need to remember that snitches get stitches.
- As soon as Janika and Dana came back to work from the last report of harassment, they talked between themselves and Rebekah Acosta about how they could make up complaints about Bernard Brown to get him terminated because of them getting into trouble.
- They have spoken of this on at least 4 different occasions over the last couple of months in my presence.
- I heard Rebekah say that if Dana and Janika would draft letters of complaint she would be responsible for writing the final copy.
- I have witnessed Rebekah use a personal flash drive in a county computer in the radio room as soon as all of the women finish talking about said letters.
- Whenever a report on the news is read or seen on the television Rebekah, Dana and Janika consistently make out loud comments among which I have heard the following in the room that "white people are racists" said by



Rebekah and Janika “that’s what white people do to black people” said by all 3 “all cops want to kill black men” Rebekah “all white cops are out to get black people” said by all 3 “you white people finally know how it feels” by Rebekah and Janika “I bet you white people are mad you can’t have slaves anymore” said by Rebekah

- When the riots were going on Rebekah told me she “hopes the cops and white people get hurt by the protesters because that is the only way they will learn”
- Janika and Rebekah have made jokes about fat people and me being overweight.

It has become such a hostile work environment that I am currently seeking other employment because I can no longer function under these conditions. I am scared of retaliation from Janika, Dana and Rebekah physically, toward my family and for my job. I could not in good faith leave without speaking up as to why and I can no longer provide excellent customer service to our law enforcement officers, fire and ems personnel and our citizens in this environment.

Hindy Coulter  
6/1/17



Rebekah Acosta 9:05am ~~6/7/17~~ 6/7/17

Shifts 2017- Evenings 4-midnight.

Racial slurs- No ; No talked about race but not racial slurs.

As a person of color - ppl getting hurt matches my family

Has nothing to ~~do~~ do w/ jobs

No hostility towards the police or race.

Being singled out; not surprising - Complaints - against Bustr

Joseph Porter - Bustr went to him. In the radio room + told him to

step up. - (shows he knew whats going on.)

Straight to Co Admin - Bustrs friend Shipped chain of command

"Witch hunt" - according to Joe

Threat in radio room - No ; "playful" towards each other - trying to keep the mood light. Not happening threatening comments in radio room - No

Boster only - problems.

No degrading - do not see them as a conflict. Have not had any convos where ppl seemed bothered by the convo

Radio room - no problems  
mood - morale up & down;  
fitness - Wendy (weight loss)  
book club - Job (discuss)

Talk joke and get along not big issues.

Related but unrelated

- County ~~disproportionate~~ <sup>disproportionate</sup> how the County treats ppl of color.
- Deek - kept working w/ a sexual ~~harassment~~ harassment claim
- Heather Brown - called male trainee "pussy" & told Boster & got away with it.
- My claim against Boster & Denis' child & nothing happened.
- Janika & supervisor - ~~not as~~ <sup>not as</sup> Tanya Collins - ~~no Admin~~ <sup>no Admin</sup> leave.

9:25am

Nothing is being done to others who we bring complaints.

Race is for sure playing a role. Boster sent an email out to everyone about admin leave for the 3 of them to everyone in the radio room & that has never happened w/ any of them or ever been an admin leave like we (3 black women) have been put on even before an investigation.



6/7/17 Dana Evans

10am

No recording; no discussion w/  
Rebekah.

Racial slurs - "No"; you said anything  
"No" - "that's ridiculous" "would not  
tolerate that". Do ~~not~~ discuss the  
headlines of the news but as a  
radio room as a whole this seems  
racial (3 black women)

Threat - No - threaten to punch  
my grandchildren in the face "do you  
want to get punched in the face"  
~~do you~~ get "snitches get stitches" -  
Have heard it but but do not think  
I have used it.

Regretting talk - Kresha + Hazel - Tanha  
mediated it + handled it better than  
them.

Need to vent about job - some of it  
can be bullied.

Brown person - should try to change  
topic or say they are offended.

Wendy - felt she was being attacked  
during a meeting ~~at~~ about performance

Do not degrade people - do not tolerate it.

Respects' law Enforcement.

Thought we were all a group  
meliciously - none if you feel one  
~~can~~ way say something + speak  
up and it will change. I do not  
tolerate it.

- nicole requested a mtg + still has not heard back but this person was able to go <sup>to</sup> Rapsan immediately seems suspicious.

- Bostr wasn't placed on Admin leave when I filed a complaint against him - unfair - try to be professional

10:35am

no write up in 6 years + now  
I feel being slandered + have  
all this against me.



2nd Shift - Evening

Janika Terrell

11:00am

No recording; no meetings or talking w/ Dana + Rebekah

Racial Slurs - "No" + no have not made those comments.

Shifts discuss news in general.

I would not put w/ that - no Discussions include everyone - general topics no words like that. Always asked if anyone is offended we will drop it - no one has ever said anything about being offended.

Threat - No

Shift is pretty good. we get along we try to schedule things outside of work too; no threatening

Yes said in radio room - said about callers - all the time - neighbor calling on others. "Snitches get stitches"

Buster joked about them end up in "ditches"

Everyone has said it - heard it said

never been said to another employee that I have heard. - non threat manner  
"Another snitch is calling." for sure

Degrading talk - Yes - heard about it about Kaesha + Hazel - talked to them twice - made complaints to Admin staff about it + continue to talk to them.

Dana + I have talked about the way we talk to employees/trainees. Can't joke around as much as used to.

Take it very seriously w/ trainees especially. - No derogatory comments.

Complaint - came as a complete shock. - no issues on shift.

Talk + laugh schedule shift dinners.

Rebekah + Joe make everyone get up every hour + exercise - pushups etc...



wendy ✓

11:20am.

Write-up for wendy radio has been handled - professionalism on radio - very upset w/ it. & when she is approached about it upset & standoffish told to watch her. Downhill after surgery. Turn page & do better. from last incident this is total surprise.

Wendy Carter 6/7/17

3:45pm

Evening shifts

Yes - Janika, Rebekah + Dana -  
white ppl are all racists  
white ppl deserve what they  
get.

white ppl are sad they can't  
have slaves - look at white ppl  
in room when saying info.

Happening since January.

Yes - bring up training w/ Cadets  
"snitches get stitches" - "these

Cadets need to have thicker skin"

Say it in front of shift.

Talk to whole room instead of  
EE when something is done wrong.

"Do what you think is best" - from

Janika then get in trouble -

Does that w/ everyone.

Secret Convoos b/w the three of  
them.

Making claim - told Amber + Buster  
building ~~has~~ ~~for~~ Since January  
getting worse since off that

week + came back

Single ppl out + isolate cadets.

Janeha - retaliation b/c helped  
filled first complaint.

- Looking for new job. - new cadets  
came to her w/ problems - scared  
to go ahead b/c nothing happened  
before.

May 30th - brought it to Buster  
+ Amber.

Driving Saefer - new cadet said  
they were looking for new job  
b/c of environment. (lying on the  
cake)

Scared for family + myself - add  
+ phone in CAD. Don't lie, kids  
~~not~~ don't lie couldn't leave w/o first  
trying to bring it up for everyone.  
Directly to me + trainee just out  
of the blue + b/c they knew they  
were out b/c of cadets in January.

No- write-up not handled correctly - officer + her took care of it - sent email to Amber. Since no supervisor was present so that someone would know Janika kept saying no I did not listen to call first. Said Don't agree but will handle it their way in the future - not anything to make me feel that way. Written verbal - they did not go over the actual written - only reason cause I didn't agree w/ her. IT no - not a reason for filing claim just reiterates that I am not in a safe environment - listen on calls w/ hysten.

Taken care of internally + not be a black spot on County.

Moral - awful when this this.

When at it is completely different great - even shift to shift. Very apparent that things get better when <sup>not time</sup>



- Janikha - should be gone - second time w/ this type of incident.

Dana / Rebekah - should go too  
Splitting up will not help cancer - it will spread.

A lot of positives are cancelled out by this cancer

Angry about environment they have created.

Weight - fat people - not directly;  
about things on TV = insensitivity  
then ask about surgery right after.

Lea Brown

Wendy Coulter

Questions Asked

~~Lea Trice~~~~Jessie Reese~~

Kyle Harnie Amand Reid

Have you heard any racial slurs or anything you would consider to be a derogatory racial comment?

Have you heard anything that sounds like a threat?

Have you witnessed any degrading comments or discrimination?

Are you aware or have you heard that it is going on? (After each Q)

If any yes have them provide a written statement.

Clean copy of Complaint ✓

How did you come about making claim? how did it roll out?

What was the driving factor?

How has the write-ups made you feel did you file this claim as a result of getting written up & how it was handled?

Was Snitches got Stitches directly spoken to you or another employee?

Porter - Did <sup>Mr</sup> Bostr say anything to you about the investigation & what he wanted you to say when interviewed

Kyle Hayniz

6:50 6/8/17

- No second hand - no
- No second hand - no
- No second hand - no ; 3 ppl on Evening shift - through the email + on the schedule.

No - no.

- Morale - stressed b/c of being short-handed, overtime.

- No.

Amanela Reid

7:00 6/8/17

- No ; just what was said gossip from email it happens - short staff.
- No ; No → yelling @ employees.
- No ; easily replaceable said by Buster to me + former employee.
- Morale - pretty low - not appreciated not seeing admin staff they do not care how much OT they are pulling.
- Radio room fine - need to do shift bid differently - medical dispatch is not working right - can't always get a good caller not fair.



Seniority based was better work way up.

Mood - talked down to through email - admin staff from Amber & Buster passive aggressive. Not there to talk to when needed.

Joe Porter -

7:10 6/8/17

He said - came over to station & said need you to step-up here - ~~the~~ felt weird we don't talk - be honest in investigation seemed. Right #4 Lewis came & right before called back. Oddly timed b/c don't talk every day.

Not focused on the rest of the room huh.

Left door open doesn't normally do that.



Lea Brown

6/9/17 8:30am

Night shift - "Snitches get stitches"  
not directly @ anyone  
tough shift - so don't take  
kaesha - warned about the cliché  
& that you had to be tough  
w/ them around - Danae Janika  
& Rebekah.

Don't really talk to anyone on  
that shift.

Meanes directed to ppl on that  
shift.

Hazel got third degree about  
meeting w/ Rapson "Critical"  
what go's on test who went  
etc...

Threat - no - "Snitches get stitches"

Yes - worried about car in parking lot

Asked Hazel what her address  
was after questioning her about  
Rapson's meeting.

very hard to work w/ Janika - no  
help & no communication.

Day shift primarily.

Atmosphere is different w/ Tanika  
no ques if you dont know it  
you don't need to be here.

Same w/ Rebekah.

Cadet Comments

White people - get everything  
Don't want to be on a shift  
w/ turn so applying for another  
positions if not here (3) she  
would stay they add to the  
stress of an already stressful  
job.

Tanika made Mereggen cry + I  
knew I didn't want any.

Morale - Crappy tenture ppl talking  
about leaving ~~in~~ in front of  
new people.

When they came back it was  
just like they were on vac felt  
like nothing changed + nothing  
addressed.

No one wants to go to admin  
cause they get burrated by them

Made about shifts seniority to  
merit. S/b anyways.



Page 333 of 557  
- heard racial slurs  
or anything you would  
consider a derogatory  
racial comment

@ 911  
6-2-2017 Joe Porter  
4:30 pm 2nd

- no racial;  
- has seen Rebecca work on documents - resume's  
- heard of issues on 2nd but hasn't seen anything  
since ~~change~~ on shift  
- anything that sounded  
like a threat  
- witnessed any  
degrading comments

4:43 pm Megan Grotzer - Dana <sup>has been</sup> her trainer since April

- racial comments are common in RR  
- never offended by Dana  
- has heard snitch comment & calls  
- has no idea of what ~~as~~ these accusations came from  
- ~~some~~ thought ~~at~~ everyone making comments in joking  
manner @ everything is on table -- rare, snitches  
- weight

4:55 pm Jordan Posey - only worked maybe 15 days 2nd 2017

- haven't heard anything racial  
- no threats  
- all criticism has been constructive - no bad language

5:00 pm Buckeal Hurley - 2nd the last year

- nothing racist that stuck  
- nothing I would perceive as threat  
- vocal discussions that could be taken out of context  
- scheduling sucks; want admin to be upfront  
- they vote freely  
Dana & Janis can come across as hostile to someone who doesn't  
understand



5-23pm) Derek Rader day shift mainly j  
 maybe a month in calendar 2017

- no racial comments
- no threats
- Dara can social threaten but never intentional nothing
- Janikah likes to discuss <sup>national</sup> race issues but ~~not~~ <sup>she says</sup> give pause
- charging EE may have had adverse action in last month
- he doesn't see any of the 3 ladies actions being basis for hostile work environment

5-4-2017 Nicole Smith - via phone 404-694-5501  
 4pm. Buster sent ~~selective~~ <sup>everyone</sup> members of staff, said they should not be on staff

- Took Joe Porter aside, made his help, described Buster as very happy about all of this
- no racial
- no threats
- Kaesha frustrated with Hazel

Buster & Amber told Janika, Nicole isn't going anywhere, she is too verbal

\* - Rayson never reached back out to Nicole

- Rayson leaving because of schedule
- no seniority

\* - Amber ~~has~~ has condescending attitude - enacts, talk  
 → accused Nicole of being <sup>passive</sup> ~~aggressive~~  
 - out in Nicole's evaluation - not then referred to Amber

→ feels Steve Hapson doesn't care

Too many people believe lip service from Bester, he hasn't done anything for retention, was a problem when he came & still an issue.

6-5-2017 Kyle Turner

7:45 AM - heard Hazel's accusations

- aware of threats being made

- no degrading

- Cheryl didn't run center, supervisor did

- Now Bester takes charge

- Admin team sees Bester's ability & has bought in

- Supervisors are uncomfortable w/ Bester

- schedule sucks, but seniority puts focus on one shift & new on one shift, no comingling of experience

- new ones re-energize older EE's

→ \*\* - new people come in excited & enthusiastic, after month in radio room they physically look different

\* → radio room culture is toxic

→ 3 ladies asking cadets where they live, see that as threatening  
- need to get rid of problem otherwise just bleed out that end



6-5-2017

3:53pm

Leslie Jackson

- No racism
- No threats

→ Vandy would have opportunity to get off 50, would  
 more stuff to go on quick break & come back & she is back on 50  
 another radio)  
 - does not know who moved it, back waste event

4:05pm

Melissa Morrison

maybe 24 hrs

- No racism; have heard from others, jokes nobody took serious
- No threats:
- Not to me; Rebekah very put downy, make you feel stupid - did it to me when I was a cadet
- have heard current trainees have had issues

4:13

Tamar Gunby out of training  
usually money watch

- No racism
- No threats
- No derogatory
- feels admin vs radio room
  - don't hear from anyone until you do something wrong
- had 2 high profile calls & no one said good job
- shift bids not good; zero feedback on EMD - next 6 months of our life is dependent on EMD scores
- "significant problem to me" doesn't encourage tenure

PT shooting  
 brought in death & fatality



- don't feel like EE's have input
  - paranoia about admin
  - "suggested team mtgs"

4:28 PM ~~Had~~ Hazel Holcomb - in training; mainly engs watch  
 - constantly

"Trump aint my president"

~~XX~~ ~~Head~~ Dan & Rebekah say those things  
 Janika not as vocal

- Stitches get snitches from all 3  
 Rebekah asked where Hazel lives - took it as a concern

→ degraded by Kaesha

- No one will help me out of fear of what Janika will do, how she will react

- she kept quiet because of how everyone treated Cay Anne

- Supr don't like fact that Buster make them be accountable

→ 3/ads infecting their way of thinking on others

~~XX~~ - Atmosphere now much lighter with 3 on suspension

6-6-2017 Chelsea Rosales - mornings; - has worked w/ Justin & Dan  
 7:50 AM - No racial - hadnt head until now Janika no heartbeat  
 - No threats  
 - Feels director can sometimes be like jerk reaction; sometimes aggressive approach  
 - feel communication from admin is ~~poor~~ poor  
 - don't feel valued; treated as replaceable  
 - my outlook has changed since coming here  
 - no intention to stay  
 → Janika & Dan - I respect & admire them  
 - great people

8 AM Travis Andrews mornings since Feb  
 No racial  
 - No threats  
 - Had 2nd heart attack  
 - has had some isolated things but very random, can't remember particular  
 - if these things happened to me I would be offended  
 - can't imagine anything from the three, racial, threats  
 culture — sometimes good natured fun between 2 friends

→ starting to feel disconnect between radio room & admin

AK - removing any aspect of seniority has hurt morale  
 big issue → - admin hasn't held to 3 month bid, has been put off  
 → can't plan like outside center



8:28 am Cory Ross - still in training days

submitted - jokingly racial

written - No threats

statement - Have been completely ignored, cold shoulder

entire shift { Janika - I was observing her, I would not acknowledge (any);  
 { It is unapproachable

{ They don't acknowledge her existence

They are not over the Feb issue

- hold grudge against everyone who spoke out against them

→ Is that for a white girl for you?

\*\* → Like a posse, bunch of high school bullies

been crappy since January

Mgmt open to discussion

3:10 pm Sharon Battle - mainly 2nd shift

Racial tension, black lives matter. Disturbs her as they are supposed to protect law enforcement lives,

white don't understand black community

lot is generated from current news events

→ not appropriate talk as many EE's have relationships highly offensive or are married to officers

- accusing your husband of being murderer

No threats directly - but does feel they were sending a message not to tell admin what is going on in RFR

No degrading

Bad interaction between Kaesha & Hazel

→ This job has a lot of painful learning. If you feel you get hurt easily this is not for you.

- but there is more to it

- intimidation, bullying

- everything escalated from January Event

No issues w/ Buster

Naysayers make it miserable place to work.

- super negativity in RR

→ Need to get people interested in careers

~~3:51am~~ Heather Brown

No Racial - have heard it is going on

No threat - too hard

Derogatory comments from trainees

just be rude

→ would not want to work here if treated like that

2nd hand  
- Dana & Janika typify documents, but most likely for LEAP

6-12-2017 - Heather notified me Rebeckah & Rachel today

~~XXX~~ have had contact



4:06 pm ~~Chet Ripka~~ - picking up slack on all 3 shifts

No racial, 2nd hand yes  
No threats, 2nd hand  
No degrady, 2nd hand

Radio room discussion not out of control

EE's not buying in were all good EE's at one time.

→ If you don't want to be here you can't stay here.

→ People need to leave in order for center to move forward.

~~Megan Gratz~~

4:34 Katie Vogt - picking up on all 3 shifts

No racial, 2nd hand  
No threats, they whisper a lot when I'm there

Janika has been degrady to Hazel, could have been said better

Janika took to raise voice w/ some cat's; could have been handled better, yelling across room; Would have been a cat fight. Talking to me - talking down, poorly addressed

Own complaint a lot; sounds unprofessional at times

- \* → Bebehravi's opinion on police officers is a conflict of interest working in public safety
  - \* justifiable payback when they get hurt
  - scary for dispatcher to have that outlook
- Nothing will change until change in personnel
  - splitting up on shifts won't help
- so unhappy & disgruntled, nothing will make them happy
  - they will just continue on



6-7-2017 mostly men

Bebeah Kosta

LP, BE

No racial slur

have discussed racial events on news

-nothing toward cops

-could possibly +

→ Buster contacted Joe Lender in radio room & made comment  
"I need you to step up."

-don't think Lender did not know

-went straight to County Admin - Buster's friend

seem very suspicious

HR is heavy w/ work & things brought to HR,  
playful talk could be threatening to some

No one seems to be bothered by conversations  
-nothing stands out

Made general, emotional comments that it's not fair  
how you guys treat blacks

cited Buster's comments

Orch's comment

Heather's comments pussy

Considers Dan person of color

Don't say

nothing's been done



6-7-2017 Dana Evans - 2nd since Feb  
 LF DE No racial - has not made direct comments

→ Not sure on snitches get stitches; stated she has not said it, not sure if she has heard it in RR  
 Kaasha - Hazel  
 ↳ degrading

don't like bullies

No one singled out by conversation in radio room

~~March?~~ Wendy Coulter made comments radio room was attacking  
 - One said to room that's end of conversation  
 Wendy later apologized

→ Uses goes this language with 3yr old grandchild & others routinely:  
 "You want to get punched in the face?"

6-7-2017 Janika Terrell - mostly 2nd  
LP, BE

No racial -

Bebeah talks @ white on news  
- I wouldn't put up for that.

- anyone can ask to change topics

- no one has complained to her

- nature of our shift is pretty good

- schedule boring

- nothing threatening I can recall

we say "snitches get stitches" a lot @ callers  
said a lot in RR

→ never heard it against mother EF  
- never threatening

Karate talked to Hazel like dog

- talked to Anna 3x, Rachel & Hazel 2x each

- admin allowed them to continue to work together

Joe & Dan, job, uptrainees

Dan & Joe have talked @ how to interact uptrainees

RR exercises every hour, perhaps even

\* → Joe EF standoffish but reprimanded lately



6-12-2017 Jason Passmore day shift mainly since Jan  
 12:45 pm just a few hours OT on 2nd  
 No slur; heard attitudes of racial ~~pre~~ privilege toward  
 head 1st had black complaint on 2nd white  
 that he got to go to ~~the~~ NENA & black didn't  
 ↳ Rebekah - said he must be non tenant  
 Has head snitches get stitches, usually why  
 not would not be surprised if threat being made  
 on 2nd

No degradation - head had head

6-19-2017 Sharon Battle  
 4:40 pm follow up on what I want kept from admin

Amba Smith - blatantly violating what policy?

Hazel Adams - who said what

Buster Brown - Janita claimed he said snitches wind up in  
 ditches  
 He said emphatically "No, that's a lie."

**FAYETTE COUNTY  
POLICIES AND PROCEDURES****HR - SAFETY  
Harassment  
440.03****PURPOSE**

The purpose of this policy is to establish that all employees of Fayette County have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment.

Fayette County is committed to maintaining a work environment that is free from unlawful discrimination and harassment where employees at all levels are able to devote their full attention and best efforts to their jobs. Unlawful harassment, either intentional or unintentional, has no place in the work environment. This policy ensures that in the workplace, each employee is able to accomplish his or her job without being subject to unlawful harassment.

Fayette County maintains that sexual harassment, intentional or unintentional, is a form of misconduct which undermines the integrity of the employment relationship. No employee – male or female – should be subject to unsolicited and unwelcomed sexual overtures or conduct, whether physical, verbal or visual. Sexual harassment refers to behavior which is not welcome, which is personally offensive, which debilitates morale, and which, therefore, interferes with work effectiveness. Fayette County will not tolerate sexual harassment in the workplace.

**POLICY**

There shall be a consistent process for a County employee to file a harassment complaint and an investigation to be made.

**PROCEDURE**

The county encourages employees, who believe that a situation is unjust, inequitable, and/or a hindrance to effective operation, or who otherwise perceive a work-related problem to exist, to bring any complaint of harassment to the attention of his or her supervisor, Department Head, Division Director or the Department of Human Resources by filing a written complaint.

After notification of an employee's complaint, management will immediately contact the Department of Human Resources.

After notification from management of an employee complaint, the Department of Human Resources will immediately initiate a confidential investigation to gather all facts about the complaint.

After the investigation has been completed, a determination will be made by the Director of Human Resources and the County Administrator regarding the resolution of the case. If warranted, disciplinary action will be taken, up to and including involuntary termination.

**Definition**

Discriminatory practices and harassment on the basis of race, color, religion, sex, national origin, age, disability, or any other reason prohibited by law, whether the harassment is caused by another employee, supervisor, manager or other person are unlawful. Harassment can include,

**FAYETTE COUNTY  
POLICIES AND PROCEDURES****HR - SAFETY  
Harassment  
440.03**

but is not limited to, slurs, epithets, threats, derogatory comments, and unwelcome jokes which would make a reasonable person experiencing such harassment uncomfortable in the work environment or which would interfere with the employee's job performance.

Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually-oriented conduct, which is offensive or objectionable to the recipient, including, but not limited to: epithets; derogatory or suggestive comments, slurs or gestures; offensive posters, cartoons, pictures, or drawings; or other conduct such as uninvited touching and sexually-related comments which tend to create an intimidating, hostile, or offensive work environment.

**Violation**

A violation of County policy to provide a workplace free of harassment would occur when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, e.g., promotion, training, timekeeping or overtime assignments, etc., or
2. Submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting such individual, or
3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

**Responsibilities****Management**

It is the responsibility of Department Heads, Division Directors and Supervisors to make sure that the workplace is in full compliance with this policy. Management, at all levels, is responsible for taking corrective action to prevent harassment in the workplace.

**Employee**

It is the responsibility of employees with complaints to report in writing such conduct to Management. If this is not appropriate, employees are urged to seek the assistance of the Department of Human Resources. Allegations of harassment will be promptly investigated, giving due regard to the need for confidentiality.

**Human Resources**

It is the responsibility of the Director of Human Resources to provide guidance, investigate charges of impropriety and recommend appropriate action. All complaints must be thoroughly investigated.

**FAYETTE COUNTY  
POLICIES AND PROCEDURES**

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**HR - SAFETY  
Harassment  
440.03**Confidentiality Provision

The identity of both complainant and alleged harasser will be protected throughout the investigation. Upon completion of the investigation all records become public record.

Protection Provision

Any employee making a complaint will not be subjected to disciplinary action, so long as the complaint was made in good faith. Any witnesses will also be protected from retaliation. An employee has the legal right at any time, when conduct comprising sexual harassment occurs, to raise the issue of sexual harassment without fear of reprisal.

Penalties

Any employee violating this policy will be subject to discipline ranging from a warning to termination, if appropriate. Civil penalties may also be imposed for violating the laws against harassment.

**FAYETTE COUNTY**

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**HR – DISCIPLINE/GRIEVANCE  
Disciplinary Policy  
428.01****PURPOSE**

The purpose of this disciplinary policy is to provide supervisors with a fair and objective guide for determining the seriousness of an employee's unsatisfactory work performance or misconduct. The seriousness of the unsatisfactory work performance or misconduct shall determine the appropriate disciplinary action to be taken.

**POLICY**

There will be a minimum standard of conduct expected of each employee of the County. An employee shall conduct himself/herself in a manner compatible with public service and the position to which he/she may occupy. Conduct which is not compatible with public service and/or the position of the employee will be subject to a progressive disciplinary policy. All regular full-time and regular part-time employees who have successfully completed their new hire probationary period and are within departments which are part of the classified service shall be covered under this policy.

**PROCEDURE**Progressive Policy

All regular full-time and regular part-time employees shall fall within the County's progressive disciplinary policy. When appropriate, disciplinary actions less severe than dismissal shall be taken in an attempt to correct an employee's unsatisfactory work performance or misconduct. A dismissal is appropriate only when a serious offense of the type outlined herein has occurred or where an employee's unsatisfactory work performance or misconduct has continued in spite of efforts to correct the behavior. Disciplinary action may take any of the following forms and is not necessarily restricted to the order set forth below:

- Verbal reprimand
- Written reprimand
- Suspension
- Demotion
- Dismissal

All disciplinary actions which are adverse actions may be appealed by the employee using the County's Appeal procedure. However, only those adverse actions which diminish the employee's pay (i.e. suspension, demotion, dismissal) may be appealed to the County Administrator.

Definitions

Verbal Reprimand - A discussion between the supervisor and the employee where the employee is advised and cautioned about his/her unsatisfactory work performance or misconduct. Verbal reprimands are given for offenses which are less severe in nature but which require correction in the interest of maintaining a productive and well managed work force.



Written Reprimand - Documentation presented to the employee from the supervisor wherein the employee is advised and cautioned about his/her unsatisfactory work performance or misconduct. Written reprimands are generally given where a verbal reprimand has not successfully corrected the behavior at issue. However, it is not necessary that a verbal reprimand be issued prior to the issuance of a written reprimand.

Suspension - The temporary prohibiting of an employee from performing his/her duties. The suspension period shall be without pay. Suspensions are given for acts of misconduct of a serious nature, including unsatisfactory work performance or misconduct which continues after discipline has previously been imposed. Suspensions may also occur where an employee's continued presence on the job is deemed to be a substantial and immediate threat to the welfare of the employee's department, other departments, or to the public.

Administrative Leave - The temporary prohibiting of an employee from performing his/her duties. The leave period shall be with pay. Employees are placed on administrative leave, when necessary, for the purpose of conducting investigations in order to determine whether or not disciplinary action is appropriate.

Demotion - A reduction of the pay grade of an employee and a change in job duties and responsibilities. Demotions can occur as an intermediate discipline or as an alternative to termination in Second or Third Group offenses and in cases of continued commission of First Group offenses after discipline has been imposed for prior First Group offenses.

Dismissal - An involuntary separation from employment initiated by the County as a result of the employee's unsatisfactory work performance or misconduct. An employee may be dismissed for acts and/or behavior of such a serious nature that a first occurrence should warrant termination. An employee may also be dismissed for unsatisfactory performance or misconduct of a less serious nature which continues where discipline has been imposed for prior unsatisfactory performance or misconduct.

Adverse Action - An action taken by the County toward an employee resulting in either a loss of pay, a change in job duties or responsibilities due to unsatisfactory work performance or misconduct, or documentation made part of the employee's personnel file due to unsatisfactory work performance or misconduct. Examples of adverse action are: written reprimand, suspension, demotion and dismissal.

Mitigating Circumstances - Those conditions related to a given offense that would serve to support a reduction of corrective action in the interest of fairness and objectivity, including consideration of an employee's work history with the County.

### Types of Offenses

Unacceptable conduct has been divided into three (3) types of offenses according to severity. The severity of the discipline chosen by the supervisor must fit the seriousness of the offense. If there are mitigating circumstances, supervisors may reduce the discipline, but they must state their reasons for such action.

### First Group Offenses (Examples Only)

- a. Unsatisfactory attendance or tardiness;
- b. Abuse of County time, such as: Unauthorized time away from work area; or Failure to notify supervisor promptly of completion of assigned work;
- c. Use of obscene or abusive language;

- d. Inadequate or unsatisfactory job performance;
- e. Violating the Safety and Loss Control Policy where there is not a threat to life;
- f. Failure to timely report a work related accident.

#### Second Group Offenses (Examples Only)

- a. Failure to follow supervisor's instructions, perform assigned work or otherwise comply with applicable established written policies;
- b. Reporting to work when under the influence of alcohol or unlawful controlled substances;
- c. Leaving the work area without proper notice to supervisor;
- d. Unauthorized use, misuse, or inappropriate use of County property or records;
- e. Unauthorized installation of computer programs;
- f. Conviction of or failure to report, a moving traffic violation, or accident, while using a County vehicle.

#### Third Group Offenses (Examples Only)

- a. Absence or leave without a satisfactory explanation;
- b. Unlawful possession, consumption, distribution, sale or manufacturing of controlled substances and/or alcohol;
- c. Falsifying any records such as, but not limited to: vouchers, reports, insurance claims, time records, leave records, or other official records;
- d. Willfully or negligently damaging or defacing County property or property of another;
- e. Theft or unauthorized removal of County property or property of another;
- f. Acts of physical violence or fighting;
- g. Engaging in sexual activities while on the job or on County property;
- h. Violating safety rules where there is a threat to life;
- i. Unauthorized sleeping during working hours;
- j. Participating in any kind of work slowdown, sit down, or similar concerted interference with County operations;
- k. Unauthorized possession or use of firearms, dangerous weapons or explosives;
- l. Threatening or coercing employees or supervisory personnel;
- m. Criminal convictions for acts of conduct occurring on or off the job which are related to job performance or are of such a nature that to continue the employee in the assigned position could constitute negligence in regard to the department's duties to the public or to other County employees;
- n. Sexual and racial harassment, including but not limited to: making unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature and either (1) making submission to such conduct by another employee an explicit or implicit term or condition of employment, or (2) making another employee's submission to or rejection of such conduct the basis for employment decisions which affect that employee;
- o. Failure to follow supervisor's instructions when such failure poses critical problems to the operation of the department;
- p. Illegal gambling while at work;
- q. Violation of the Code of Ethics.

#### Not All Inclusive

The offenses listed herein are not intended to be all inclusive. Conduct which, in the judgment of the Department Head and/or Division Director, although not listed, would seriously undermine the

effectiveness of the County's activities or the employee's performance, should be treated as an offense to be dealt with consistent with the provisions herein.

#### Verbal Reprimands

Verbal Reprimands shall be issued in the following manner:

1. The supervisor shall discuss the behavior at issue with the employee and advise him/her of the need for corrective action.
2. The supervisor shall recommend a corrective course of conduct appropriate to the behavior at issue. This discussion is a verbal reprimand.
3. Failure on the part of the employee to successfully correct his/her behavior could result in a written reprimand.

#### Adverse Actions

The procedure for commencing an adverse action against an employee shall be as follows:

1. The issuance of the adverse action from the supervisor to the employee shall occur in a meeting between the supervisor and the employee where the supervisor explains the reason(s), as documented, for the adverse action.
2. The supervisor shall warn the employee on the appropriate notice form of the type of further possible disciplinary action which could be imposed if the behavior at issue is not corrected.
3. The supervisor shall provide the employee an opportunity to comment in writing.
4. The supervisor shall provide the employee an opportunity to sign the document. Should the employee refuse to sign, the supervisor shall note such refusal on the document where appropriate.
5. The supervisor shall notify the employee in writing of the employee's right to appeal (if any) in accordance with the County's Appeal procedure.
6. The supervisor shall provide the employee a copy of the document at the end of this meeting.
7. The supervisor shall place all documentation generated by this process in the employee's file.

#### Procedure to Appeal Adverse Actions

The employee must present a written appeal request to their Department Head or Division Director within five (5) work days of when the adverse action was issued to the employee. The Department Head or Division Director shall issue a written decision supporting, reversing, or modifying the adverse action to the employee within five (5) work days of receipt of the written request for review. The written decision shall also notify the employee of the employee's right to appeal (if any) in accordance with the County's Appeal procedure. The written decision shall be provided to the employee and placed in the employee's personnel record.

If the employee is dissatisfied with the decision of the Department Head or Division Director, The employee may request that the adverse action be reviewed by the County Administrator. The employee must present a written request to the County Administrator within five (5) work days of receipt of the written decision of the Department Head or Division Director. The County Administrator shall review all the documentation surrounding the adverse action and render a written decision supporting, reversing, or modifying the adverse action within five (5) work days of receipt of the written request for review. The written decision of the County Administrator will be the final decision in the appeal process. Any further action taken by the employee must be through civil court proceedings. The written decision shall be provided to the employee and placed in the employee's personnel record.

#### Procedure to Appeal Adverse Actions, Supervisory Personnel

This appeal procedure shall be followed as described above except that when the employee at issue reports directly to a Division Director or is a Division Director, the appeal process shall be amended accordingly.

When the employee reports directly to a Division Director, the appeal procedure will commence with the meeting between the employee and the Division Director.

Where the employee is a Division Director, the appeal procedure shall consist of a meeting with or review by the County Administrator.

#### Adverse Actions as Part of Employee's Personnel File

Documentation from adverse actions shall be placed in and become part of the employee's personnel file.

#### Meeting and Response Time Frames

Notwithstanding any provisions in this policy to the contrary, should any meeting or response time frame contemplated herein involving the Department Head, Division Director or County Administrator conflict with the Department Head's, Division Director's or County Administrator's ability to accomplish same, the Department Head, Division Director or County Administrator, as the case may be, shall notify the employee in writing of the inability to meet the meeting or response time frame and the reason therefore. This written notification shall be mailed to the employee's home address. The Department Head, Division Director or County Administrator, as the case may be, shall provide an alternate meeting date or response date within the aforementioned written notification.

#### Emergency Action

The County Administrator, Division Director and/or Department Head may take immediate action against an employee under emergency situations. The immediate action will be to place the employee on administrative leave until an investigation can be conducted. If discipline is appropriate, the foregoing disciplinary procedures will be followed. Examples of emergency situations include crimes of moral turpitude, commission of a felony, injurious or dangerous behavior, and damage to or destruction of public property.

# COUNTY AGENDA REQUEST

Page 355 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of a disclosure of possible conflict of interests from the County Attorney regarding agreements between Fayette County and the Town of Tyrone for the inmate services, recreation services and road paving services agreements.

## Background/History/Details:

The letters of possible conflict of interests are provided from the County Attorney.

## What action are you seeking from the Board of Commissioners?

Acknowledgment of the disclosure of possible conflict of interests from the County Attorney regarding agreements between Fayette County and the Town of Tyrone for the inmate services, recreation services and road paving services agreements.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
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TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

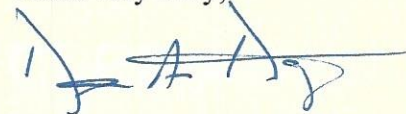
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for inmate services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure



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Suite 100  
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Re: Disclosure of possible conflict of interests

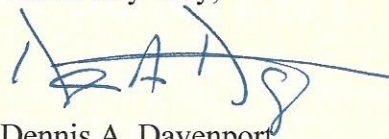
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for recreation services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

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Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure



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February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

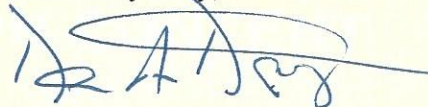
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement road paving services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

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Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

# COUNTY AGENDA REQUEST

Page 359 of 557

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, February 22, 2018

Type of Request: New Business #14

## Wording for the Agenda:

Consideration of the updated Inmate Intergovernmental Agreements (IGA) between Fayette County and each confining jurisdiction: the City of Peachtree City, the City of Fayetteville and the Town of Tyrone.

## Background/History/Details:

This agreement defines the services the County will perform for detaining and care of incarcerated persons under the authority of the Confining Jurisdiction at the Fayette County Jail Facility. These covered services include bed space, basic needs, access to health care and, when needed, interpretive services. It also In exchange for these services the confining jurisdiction will pay an inmate day rate of \$50 that will be invoiced monthly by the County to the Confining Jurisdiction. This IGA also outlines accounting procedures to be followed by each party.

This IGA will remain effective until June 30, 2019 and be renewed automatically unless either party provides written notice of termination 90 prior to the end of the current term. The Inmate day rate will be review for adjustment every three years.

## What action are you seeking from the Board of Commissioners?

Approval of the updated Inmate Intergovernmental Agreements (IGA) between Fayette County and each confining jurisdiction: the City of Peachtree City, the City of Fayetteville and the Town of Tyrone.

## If this item requires funding, please describe:

NA

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

**COUNTY OF FAYETTE****STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and \_\_\_\_\_, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail

Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining



Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

## **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until \_\_\_\_\_, \_\_\_\_\_. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance



Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE CITY  
OF PEACHTREE CITY

(SEAL)

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

ATTEST:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

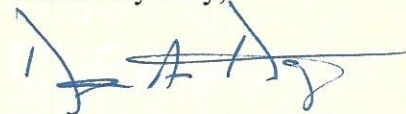
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for inmate services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Inmate Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

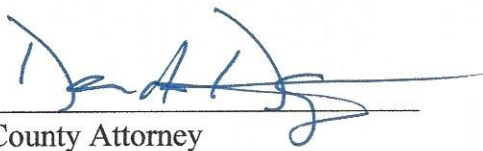
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



**COUNTY OF FAYETTE****STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and the Town of Tyrone, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed

down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.



**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

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If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

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#### **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until **June 30, 2019**. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

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**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.



**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE

By: \_\_\_\_\_  
Eric Dial, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# COUNTY AGENDA REQUEST

Page 378 of 557

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, February 22, 2018

Type of Request: New Business #15

## Wording for the Agenda:

Consideration of the updated Road Resurfacing Intergovernmental Agreements (IGA) between Fayette County and its municipalities: the City of Peachtree City, the City of Fayetteville and the Town of Tyrone.

## Background/History/Details:

The intent of this agreement is to better coordinate resurfacing of roads between Fayette County and its' Cities and Towns. This agreement provides a template that may be used quickly through amendments to Appendix A for specific site conditions without having to craft a new IGA for each and every specific paving event. This agreement further defines the traditional role of the County

This agreement also sets work expectations based on the LMIG (spell out) allocations through 2020.

## What action are you seeking from the Board of Commissioners?

Approval of the updated Road Resurfacing Intergovernmental Agreements (IGA) between Fayette County and its municipalities: the City of Peachtree City, the City of Fayetteville and the Town of Tyrone.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request?\* No

Backup Provided with Request? Yes

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA****COUNTY OF FAYETTE****ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the City, hereinafter referred to as the "Agreement."

**WITNESSETH:**

WHEREAS, the County and the City desire the proper resurfacing of certain roads within the corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the County, the City and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the City for their approval prior to the work being performed.

2.

The City shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The City shall furnish staging/cleanout areas each day for the paving equipment. The City shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on City roads.

4.

The City and the County agree that the roads or road segments identified on the Exhibit "A" are part of the City road system and, as such, shall be completely and solely within the City's jurisdiction and control. The resurfacing of the roads within the City is at the direction of the City



and the County assumes no interest in the title of said portion of the road within the City. In no manner shall the portion of the road(s) within the City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the City, other than the resurfacing contemplated herein, shall be the sole responsibility of the City.

5.

The City warrants that it owns or has rights to resurface the portion of the road(s) within the City and further warrants that the performance of work on that portion of the road(s) within the City will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the City road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the City road work, the County will invoice the City for its share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold

harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the City.

## 9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

## 10.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

## 11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first  
above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

Attest:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

CITY OF PEACHTREE CITY

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

Attest:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



## Exhibit "A" Special Stipulations

Each year the City of Peachtree City shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed two and one-half (2 ½ ) miles for any calendar year unless special provisions are made and approved by the County Manager and the City Manager.

The Paving Allocation of two and one-half (2 ½ ) miles is allocated based upon the LMIG Allocation for the City of Peachtree City. This allocation can change based upon the City agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Peachtree City Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

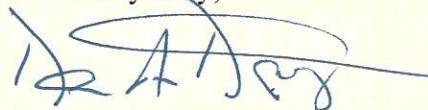
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement road paving services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Road Paving Services

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

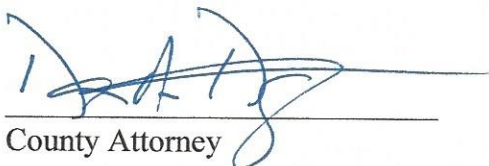
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



**STATE OF GEORGIA****COUNTY OF FAYETTE****ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Tyrone, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "Town", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the Town, hereinafter referred to as the "Agreement."

**WITNESSETH:**

WHEREAS, the County and the Town desire the proper resurfacing of certain roads within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and the Town desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the Town for their approval prior to the work being performed.

2.

The Town shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the Town. The Town agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The Town is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The Town shall furnish staging/cleanout areas each day for the paving equipment. The Town shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The Town agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on Town roads.

4.

The Town and the County agree that the roads or road segments identified on the Exhibit "A" are part of the Town road system and, as such, shall be completely and solely within the Town's

jurisdiction and control. The resurfacing of the roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the road within the Town. In no manner shall the portion of the road(s) within the Town be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the Town, other than the resurfacing contemplated herein, shall be the sole responsibility of the Town.

## 5.

The Town warrants that it owns or has rights to resurface the portion of the road(s) within the Town and further warrants that the performance of work on that portion of the road(s) within the Town will not violate any restrictions, covenants, local or state law.

## 6.

The County shall resurface the Town road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

## 7.

Upon completion of the Town road work, the County will invoice the Town for its share of the work as stated above. The Town shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

## 8.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the



County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the Town.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first

above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

TOWN OF TYRONE

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney

### Exhibit "A" Special Stipulations

Each year the Town of Tyrone shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed one (1) mile for any calendar year unless special provisions are made and approved by the County Manager and the Town Manager.

The Paving Allocation of one (1) mile is allocated based upon the LMIG Allocation for the Town of Tyrone. This allocation can change based upon the Town agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Town of Tyrone Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020

# COUNTY AGENDA REQUEST

Page 393 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the updated Recreation Intergovernmental Agreements (IGA) between Fayette County and the City of Peachtree City and the Town of Tyrone.

## Background/History/Details:

The IGA between Fayette County and the City of Peachtree City states the County will pay the City of Peachtree City \$150,000 to maintain and operate recreation facilities in the City. Peachtree City will allow all County residents use of all City recreation facilities for community recreation activities at the same fees charged to City residents. This agreement will be renewed automatically unless one of the parties gives proper notice. The allocation will be reviewed every three years.

The IGA between Fayette County and the Town of Tyrone states the County will pay the Town of Tyrone \$18,000 to maintain and operate recreation facilities in the Town. Tyrone will allow all County residents use of all the Town's recreation facilities for community recreation activities at the same fees charged to Town residents.

## What action are you seeking from the Board of Commissioners?

Approval of the updated Recreation Intergovernmental Agreements (IGA) between Fayette County and the City of Peachtree City and the Town of Tyrone.

## If this item requires funding, please describe:

Funding will be included in Recreation's FY2019 non self-sustaining services account 10060110-523984, for this program.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



COUNTY OF FAYETTE

STATE OF GEORGIA

# RECREATION PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the city of Peachtree City, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "City"), for the purpose of furthering recreational opportunities for County and City residents.

## WITNESSETH:

WHEREAS, the governing bodies of the County and the City are mutually interested in an adequate program of community recreation under the auspices of the County's and the City's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the City have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the City; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the City is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the City, the County and the City agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The City will make general recreation programming available to County residents for community recreation activities. Any General Recreation Program Fees charged by the City to the County residents shall be no greater than the general recreation program fees charged to City Residents.

2.

The County agrees to pay to the City the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS with said amount to be used by the City to operate recreation facilities in the City. Fayette County and Peachtree City shall review the allocation every three years to determine if an adjustment is warranted based upon changing operational costs. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on City facilities as contemplated in this Agreement shall remain the property of the City.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By:

ATTEST:

\_\_\_\_\_, Chairman

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

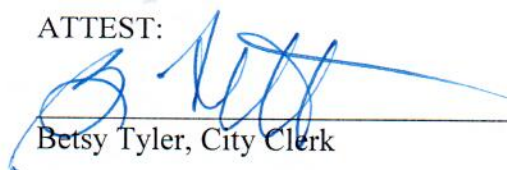
(SEAL)

MAYOR AND COUNCIL OF THE  
CITY OF PEACHTREE CITY, GEORGIA

By:

  
Vanessa Fleisch, Mayor

ATTEST:

  
Betsy Tyler, City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

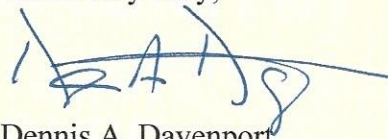
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for recreation services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Recreation Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

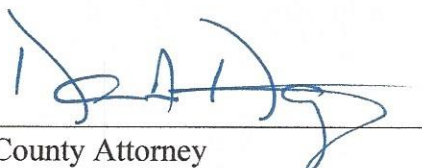
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



COUNTY OF FAYETTE

STATE OF GEORGIA

# RECREATION FACILITY AND PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the town of Tyrone, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "Town"), for the purpose of furthering recreational opportunities for County and Town residents.

## WITNESSETH:

WHEREAS, the governing bodies of the County and the Town are mutually interested in an adequate program of community recreation under the auspices of the County's and the Town's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the Town have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the Town; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the Town is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the Town, the County and the Town agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The Town will make available all Town recreation facilities to County residents for community recreation activities. Any user fees charged by the Town to County residents shall be no greater than the user fees charged to Town residents.

2.

The County agrees to pay to the Town the sum of EIGHTEEN THOUSAND AND 00/100 (\$18,000.00) DOLLARS with said amount to be used by the Town to maintain and operate recreation facilities in the Town.

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on Town facilities as contemplated in this Agreement shall remain the property of the Town.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Dial, Mayor

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



# COUNTY AGENDA REQUEST

Page 402 of 557

Department: Administration

Presenter(s): Steve Rapson, County Administrator

Meeting Date: Thursday, February 22, 2018

Type of Request: New Business #17

## Wording for the Agenda:

Consideration of the updated Emergency Services Intergovernmental Agreements (IGA) between Fayette County and the City of Fayetteville.

## Background/History/Details:

This agreement establishes an "Automatic Protocol Response District" where the County will dispatch an emergency service response to any residential or commercial building fire that occurs in the City. The emergency service response will consist of one Advanced Life Support ambulance staffed with at least one Paramedic and one Emergency Medical Technician. The Fayette County Fire Chief may recall this dispatch in the event circumstances warrant.

Both Fayetteville and Fayette County will participate in joint training exercises to assure standardization of operations. Operations at a scene requiring a Protocol Response will be run by a unified command and communications coordinated through the command post. Any transport fees incurred will be subject to the standard emergency services billing rates.

## What action are you seeking from the Board of Commissioners?

Approval of the updated Emergency Services Intergovernmental Agreements (IGA) between Fayette County and the City of Fayetteville.

## If this item requires funding, please describe:

NA

Has this request been considered within the past two years? No

If so, when?

Is Audio-Visual Equipment Required for this Request? No

Backup Provided with Request? Yes

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance Not Applicable

Reviewed by Legal

Approved by Purchasing Not Applicable

County Clerk's Approval Yes

Administrator's Approval

## Staff Notes:

**COUNTY OF FAYETTE****STATE OF GEORGIA****EMERGENCY MEDICAL SERVICES AGREEMENT**

This Emergency Medical Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the city of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as the “City”), and Fayette County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the “County”) for the County to provide emergency medical services to the City.

**WITNESSETH:**

WHEREAS, the County maintains and staffs an Emergency Medical Services (“EMS”) Department for the propose of providing emergency medical and other emergency services; and

WHEREAS, the City lies wholly within the limits of Fayette County, Georgia; and

WHEREAS, the City and the County have determined that it is to the mutual advantage and benefit of each of the parties hereto that the County shall automatically dispatch an ambulance on the initial alarm to a residential or commercial building fire call within the city limits of the City, if available; and

WHEREAS, the City and the County have determined that the primary use of the ambulance personnel shall be for EMS standby on the fire ground to provide treatment to victims of the incident or responders that may be injured during operations; however, this does not prohibit the Incident Commander from utilizing these personnel for which they are appropriately trained on a working fire, as dictated by the operational needs of the incident; and

WHEREAS, it is the desire of the signatories hereto to enter into this Emergency Medical Services Agreement (hereinafter, the “Agreement”) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1, on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by the parties, the parties hereunto agree as follows:

## **ARTICLE I - PROTOCOL RESPONSE**

Paragraph 1.0: The parties have established a beneficial EMS response district for calls received from the City. This district shall be known as the Automatic Protocol Response District.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the City, the County shall furnish such EMS response as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: The County shall provide one approved Advanced Life Support (“ALS”) Ambulance staffed with not less than one (1) Paramedic and (1) one Emergency Medical Technician (“EMT-B”) to respond in the Automatic Protocol Response District for residential and commercial fires.

Paragraph 1.3: It is expressly understood that the automatic EMS dispatched by the County may be recalled at the sole discretion of the County’s Fire Chief, or his/her designee, if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

## **ARTICLE II - SUPERVISION**

Paragraph 2.0: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the Protocol Response.

## **ARTICLE III - LIABILITY**

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer.

Paragraph 3.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

## **ARTICLE IV- COMPENSATION**

Paragraph 4.0: No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1: Transport fee for any personnel will be subject to standard EMS billing rates.

Paragraph 4.2: The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 4.3: Each party to this Agreement shall comply with workers' compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.4: Each party shall pay its own personnel without cost to the other party.

## **ARTICLE V - RELEASE OF CLAIMS**

Paragraph 5.0: To the extent allowed by law, each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

## **ARTICLE VI - INJURIES TO PERSONNEL**

Paragraph 6.0: Any damage or other compensation which is required to be paid to any EMS employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

## **ARTICLE VII - THIRD PARTY BENEFICIARIES**

Paragraph 7.0: This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

## **ARTICLE VIII - TERM OF AGREEMENT**

Paragraph 8.0: This Agreement shall commence upon its proper execution by the City and the County and shall continue until June 30, 2019. This Agreement shall

automatically be renewed by the parties on July 1st, 2020, and each year thereafter on July 1<sup>st</sup> for additional one (1)-year terms until such time as written notice of termination or modification is received by either party providing thirty (30) days' notice to the other party.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13.

## **ARTICLE IX - SCENE COMMUNICATIONS**

Paragraph 9.0: Operations at a scene requiring Protocol Response shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All electronic scene communications shall be in plain text.

## **ARTICLE X - MOVE UP OF EQUIPMENT**

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

## **ARTICLE XI - ADMINISTRATION**

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, the City's Fire Chief and the County's Fire Chief shall be jointly responsible.

## **ARTICLE XII - ENTIRE AGREEMENT**

Paragraph 12.0: This Agreement shall constitute the entire agreement for EMS protocol response between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement properly executed by the City and the County. Mutual aid is established through another agreement.

## **ARTICLE XIII - TERMINATION**

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days written notice to the other party.

## **ARTICLE XIV - SEVERABILITY OF TERMS**

Paragraph 14.0: In the event any part or provision of this Agreement is held to

be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XV- GOVERNING LAW**

Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



**IN WITNESS WHEREOF**, the parties hereof and hereto have set their hands and seals the day first above written.

**BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

**MAYOR AND COUNCIL FOR THE  
CITY OF FAYETTEVILLE, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
EDWARD JOHNSON, Mayor

ATTEST:

\_\_\_\_\_  
Anne Barksdale, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

# COUNTY AGENDA REQUEST

Page 409 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the Fayette County Service Delivery Strategy (SDS) submittal to the Georgia Department of Community Affairs for approval.

## Background/History/Details:

The SDS process gives local governments and authorities the opportunity to reach agreement on the delivery of services in an effective and cost-efficient manner to all Fayette County residents by providing a flexible framework for local governments to agree on service delivery arrangements that minimize duplication or competition of local services provided. Without a DCA-verified SDS, all local governments within the County are not eligible to receive any state permits or financial assistant, i.e. LMIG grants.

Fayette County is required to update the SDS in conjunction with the County's Comprehensive Plan. The last update occurred in 2007. Intergovernmental agreements updated and documented in the 2018 SDS submittal include: Emergency Services, Fire, Fueling Station, Inmate; Paving and Recreation.

## What action are you seeking from the Board of Commissioners?

Approval of the Fayette County Service Delivery Strategy to be submitted to the Georgia Department of Community Affairs for review and approval.

## If this item requires funding, please describe:

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



## SERVICE DELIVERY STRATEGY

## FORM 1

COUNTY: FAYETTE

**I. GENERAL INSTRUCTIONS:**

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<b>OPTION A</b> <b>Revising or Adding to the SDS</b>	<b>OPTION B</b> <b>Extending the Existing SDS</b>
<ol style="list-style-type: none"> <li>4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)</li> <li>5. For <b>each</b> service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2).</li> <li>6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).]</li> </ol>	<ol style="list-style-type: none"> <li>4. In Section IV type, "NONE."</li> <li>5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).]</li> <li>6. Proceed to step 7, below.</li> </ol> <div data-bbox="841 1182 1539 1417" style="background-color: #000080; color: white; padding: 10px; margin-top: 10px;"> <p><b>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at <a href="http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp" style="color: white;">http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp</a>, or call the Office of Planning and Quality Growth at (404) 679-5279.</b></p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

**NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.**

**II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:**

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Fayette County, Brooks, Fayetteville, Peachtree City, Tyrone, Woolsey  
 Fayette County Board of Education  
 Fayette County Development Authority,  
 Peachtree City Airport Authority  
 Peachtree City Water and Sewer Authority

**III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:**

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

Airport, Animal Control, Building Permits and Inspections, Cooperative Extension Services, Court, Economic Development, Elections, Engineering, Extension Service, Library, Law Enforcement, Planning and Zoning, Purchasing, Solid Waste, Stormwater.

**IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:**

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.

911 Communications Center, Code Enforcement, Detention Facility, Emergency Services, Fire, Recreation, Public Works, Water.

## **FAYETTE COUNTY SUMMARY OF SERVICE DELIVERY STRATEGIES**

### **911 COMMUNICATIONS CENTER**

This service was consolidated in 1995. Funding is provided from 911 fees and a Special E-911 tax district if user fees are insufficient or ineligible to cover operational expenses. No additional change in service delivery is anticipated.

### **AIRPORT**

The Peachtree City Airport Authority provides services throughout the County. Funding is provided primarily from user fees, with Peachtree City providing additional funding from the Hotel/Motel Tax. No change in service delivery is anticipated.

### **ANIMAL CONTROL**

Fayette County adopted Animal Control Agreements with each municipality. These agreements include services for sick and injured animals; displaced wildlife; bite-case victims; 24/7 emergency response via 911; animal ordinance and related state law enforcement; and cruelty investigations. All animal control cases are prosecuted in State Court instead of the respective municipal courts. Funding is provided from Fayette County general funds.

### **BUILDING PERMITS AND INSPECTIONS**

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for each of their respective jurisdictions. Fayette County provides permit and inspection services for Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from user fees and general funds from each entity. No change in service delivery is anticipated.

### **CODE ENFORCEMENT**

Fayette County, Peachtree City, and Fayetteville provide this service for their respective jurisdictions. Fayette County provides this service to the Towns of Tyrone, Brooks and Woolsey. Each jurisdiction's code enforcement efforts are focused on the individual characteristics of the respective community. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity.

### **COOPERATIVE EXTENSION SERVICE**

The Fayette County Cooperative Extension Service is an extension of the University of Georgia and provides educational assistance and programming in five main areas: agriculture, horticulture, environment, family and consumer science, and 4-H youth development. The Cooperative Extension Service also provides water, soil, and plant tissue testing, provides plant, insect, and disease identification, manages the Master Gardener Extension Volunteer Program, and 4-H clubs and volunteers throughout Fayette County. A cooperative agreement exists between the Extension Service and Fayette County to provide these educational and technical services to homeowners, schools, and businesses in all Fayette County including Peachtree City, Fayetteville, Tyrone, Brooks and Woolsey. Funding is provided from county general funds. No change in service delivery is anticipated.

## **COURT**

Fayette County provides state and superior court services for all jurisdictions in the county. Fayette County provides municipal court services for Brooks and Woolsey. Peachtree City, Fayetteville and Tyrone provide municipal court services for their respective jurisdictions. The municipal entities will continue to periodically evaluate the cost effectiveness of hiring a municipal court judge and solicitor to provide court services to all entities. Funding is provided from fines and forfeitures collected by each entity.

## **DETENTION FACILITY**

Fayette County provides detention facility services for all municipalities and has formal agreements to provide detention facility services to prisoners from the municipalities. Funding for the detention facility is provided from each jurisdictions' general funds, court fees, the jail add-on fees. The municipalities have reached an agreement regarding the daily inmate rate charges.

## **ECONOMIC DEVELOPMENT**

Fayette County, Peachtree City and Fayetteville have Development Authorities that focus on specific needs of their respective communities. The Fayette County Development Authority (FCDA) has agreements with the municipal authorities to issue revenue bonds and for marketing services. All municipal development authorities (Fayetteville and Peachtree City), the Town of Tyrone, and the Peachtree City Airport Authority are represented on the FCDA. Funding is provided from the general funds (Fayette County, Peachtree City, Tyrone and Brooks) and Hotel/Motel Taxes (Fayetteville). No change in service delivery is anticipate.

## **ELECTIONS**

Fayette County provides election services to all municipalities and to the unincorporated portions of the county for Primary, General and Special Elections. This is paid for from county general funds. For elections conducted for municipalities and for the Board of Education, the specific entity(ies) and the county enter a formal agreement for the county to conduct these elections. The entity(ies) reimburse the county for their expenses. Funding is provided from the general funds of the specific entity(is).

## **EMERGENCY SERVICES**

Fayette County is the designated emergency medical service provider (EMS) for the entire county except for the area within the municipal boundary of Peachtree City. This is the county's EMS Tax District and it includes transport user fees. Peachtree City is the designated zone provider for EMS within its municipal boundaries and funding is provided from user fees and the city's general fund. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions. Fayette County and Fayetteville have reached an agreement regarding emergency services.

## **ENGINEERING**

Fayette County, Peachtree City, Fayetteville, and Tyrone provide this service for their respective jurisdictions. Fayette County performs Erosion, Sediment and Pollution Control Ordinance inspections and enforcement for the Towns of Brooks and Woolsey. Fayette County also performs Floodplain Management services as required by FEMA for the Town of Woolsey.



## **FIRE SERVICES**

Fayette County provides fire protection for the unincorporated area and the municipalities of Brooks, Tyrone and Woolsey funded by a designated fire tax collected from residents of these areas. Fayetteville and Peachtree City each provide fire protection responsibilities within their respective incorporated limits and fund services through each city's general fund. The unincorporated Fayette County, Brooks, Tyrone and Woolsey Fire Tax District also collects fire impact fees for all new construction within their respective jurisdictions that is utilized for capital improvement projects. Fayetteville and Peachtree City have mutual aid agreements in effect with Fayette County for fire services. Fayetteville and Fayette County have an automatic aid agreement for fire services. The County and Cities have signed the Statewide Mutual Aid and Assistance Agreement complying with O.C.G.A. 38-3 EMA that benefits all county jurisdictions.

## **Law Enforcement**

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Fayette County, Peachtree City and Fayetteville have agreements with the Fayette County Board of Education to support the School Resource Officer Program. Fayette County provides law enforcement for the unincorporated county and the cities of Brooks and Woolsey. Each entity feels a need to continue providing this service to maintain local control and provide the level of service their citizens expect. Funding for the agencies is provided from general funds from each entity.

## **LIBRARY**

Fayette County, Peachtree City, Tyrone and Brooks provide this service through the general funds from each entity. Additionally, Fayette County provides this service to Fayetteville. Library services are also provided through membership in the Flint River Regional Library System (PINES, technical services, book orders, courier service and grants).

## **PLANNING AND ZONING**

All entities provide this service for their respective jurisdictions. No formal cooperative agreements are in effect. However, there is coordination between the respective agencies as needed. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from general funds from each entity. No change in service delivery is anticipated.

## **PUBLIC WORKS**

Fayette County, Peachtree City, Fayetteville and Tyrone provide this service for their respective jurisdictions. Public Works services provided include road maintenance and new construction; ground, building and fleet maintenance; and project contracting. The level of services provided varies among all public entities. Current cooperative efforts and formal agreements include the Fleet Maintenance Agreement, Public Works Project Contracting Agreement, Sharing Expensive Specialized Equipment Agreement and LMIG Agreement. Each entity feels a need to continue providing these services to maintain local control and provide the level of service their citizens expect. Funding is provided from funds from each entity. The municipalities have reached an agreement regarding the resurfacing of roads.

## **PURCHASING**

All entities provide this service for their respective jurisdictions. Fayette County, Peachtree City, Fayetteville, Tyrone, Brooks, Woolsey and the Fayette County School Board have entered a Collaborative Purchasing Agreement through which the entities may choose to purchase goods and services in bulk to maximize on the associated economics of scale. Actual costs of goods and services purchased are provided from funds from each entity. No additional changes in service delivery are anticipated.

## **RECREATION**

Fayette County, Peachtree City, Tyrone and Brooks provide this service for their respective jurisdictions. The types of programming and services provided vary in each community, but generally include youth and adult recreation programs, instructional classes, special events, camps and aquatics which is hosted at Peachtree City's Kedron Aquatics Center. The level of service provided varies among the entities. Funding is provided from user fees and general funds from each entity. Fayette County provides funding to the Board of Education to ensure recreation sponsored programs have access to school facilities on an annual basis. Fayette County, Peachtree City and Tyrone have reached an agreement regarding recreational funding.

## **SEWER**

Peachtree City Water and Sewerage Authority (WASA), Fayetteville and Tyrone provide this service to the residents of Peachtree City, Fayetteville, and Tyrone respectively. Fayette County provides meter reading and billing services for WASA. Fayette County also provides meter reading and billing services to the City of Fayetteville and Tyrone sewer customers that are on the County water system. There are no arbitrary sewer fees. Each system is funded from user fees. No change in service delivery is anticipated.

## **SOLID WASTE**

Brooks provides this service to its residents. Fayette County and Peachtree City do not provide curbside solid waste services. Residents use private sanitation companies. However, both agencies do provide centralized recycling stations. Fayetteville and Tyrone provide curbside solid waste services (including recycling) through contracts with private companies. No change in service delivery is anticipated.

## **STORMWATER MANAGEMENT**

Funding for stormwater management in Peachtree City and Fayetteville is provided from their respective stormwater utilities. Funding for Fayette County and Tyrone stormwater management is provided from general funds. No change in service delivery is anticipated.

## **WATER**

Fayette County and Fayetteville are public water systems for their respective jurisdictions. Fayette County provides water service to the unincorporated county, Peachtree City, Tyrone, Brooks, Woolsey, and areas of Fayetteville. Fayette County wholesales water to Fayetteville daily, and provides emergency backup water service to Fayetteville. Additionally, Fayette County's reservoirs are factored into Fayetteville's water supply plan and permit, resulting in Fayetteville not having to construct and operate a reservoir. Fayetteville is not charged arbitrary water fees for these supply storage facilities. Both the Fayette County Water System and the Fayetteville Water System are funded from user fees.

The Fayette County Water System currently operates the Brooks Water System under an agreement between Fayette County and the Town of Brooks. The Fayette County Water System provides water services including repairs and all required sampling under the agreement. Fayette County provides water service to the City of Peachtree City under an Agreement revised and dated November 5, 2015. Woolsey and The Town of Tyrone are provided water service by the Fayette County Water System as part of the distribution system owned and operated by the Fayette County Water System. These services include all service delivery and monitoring requirements required of the Fayette County Water System.



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service:911 Communications Center

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Fayette County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County (Brooks & Woolsey)	911 standard fees, 911 wireless fees, and a Special E911 tax district of each
Peachtree City	
Fayetteville	
Tyrone	

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
2011.7.1 Funding and Op btw	Fayette County, Board of Education, Fayetteville,	7/01/2011 auto renewal every
FC PTC FV TY	Peachtree City, Tyrone	every 10 yr until 6/30/2061

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb. 2, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

# **INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING AND OPERATION OF THE E-911 COMMUNICATIONS CENTER AND PARTICIPATION IN THE COUNTYWIDE 800 MHZ TRUNKED RADIO COMMUNICATIONS SYSTEM**

**THIS AGREEMENT**, effective the 1st day of July, 2011, between FAYETTE COUNTY, hereinafter referred to as the "County", the City of Peachtree City, the City of Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereinafter referred to as the "Agreement". This Agreement supersedes the Intergovernmental Agreement for the Establishment of a Consolidated 911 Communications Board dated December 13, 1994.

## **W I T N E S S E T H:**

**WHEREAS**, public safety communications and enhanced 911 service affect all the citizens of Fayette County, hereinafter sometimes referred to as the "County"; and

**WHEREAS**, the County and municipalities in the County recognize the need for providing the most efficient and effective service to the citizens without undue cost; and

**WHEREAS**, there exists an enhanced consolidated 911 communication service within the County; and

**WHEREAS**, the E-911 Communications Center, hereinafter sometimes referred to as the "Center", shall serve as the Primary Public Safety Answering Point for all emergency calls within Fayette County. In addition, the Center shall provide public safety dispatching services and will maintain and operate a comprehensive communications network to all participating agencies that serves the needs of the public safety community as well as non-emergency communication service provision to other governmental non-public safety participating agencies residing within Fayette County; and

**WHEREAS**, all local governments support the Special E-911 Tax District as the most equitable method for funding the E-911 Communications Center operations, capital and Countywide radio system; and

**WHEREAS**, all local governments support the Countywide 800 MHz Trunked Radio Communications System; and

**WHEREAS**, all local governments within the County support the continuation of the 911 Communications Board, hereinafter sometimes referred to as the "Board", to oversee the operations of the E-911 communication service as defined in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants provided herein, the governing bodies of the County, the cities of Peachtree City and Fayetteville, the Town of Tyrone and the Fayette County Board of Education, hereby agree to support the continuation of the 911 Communications Board to approve all administrative, operational policies and rules and to approve the Communication's Director's recommended annual departmental budget.

**1.0 PURPOSE:** This Agreement shall address the funding and operation of the Fayette County, Georgia E-911 Communications Center and participation in the Countywide 800 MHz Trunked Radio Communications System with the following organizational goals:

**1.1** To promote the health, safety and general welfare of the citizens throughout Fayette County, Georgia. To that end, the parties wish to continually improve procedural efficiency and technical capabilities of emergency call-taking, emergency call processing,

and all emergency response communications;

- 1.2 To save lives by improved call processing time which reduces response times to emergency incidents;
- 1.3 To improve safety to emergency responders;
- 1.4 To effectively receive calls for routine and emergency assistance, based on structured call intake protocols, and coordinate response resources to those calls for service based on the needs of the caller and the direction of field response agencies;
- 1.5 To provide all participating agencies with a single contact point for the notification of emergencies and receipt of emergency assistance requests, and for the control of coordinated dispatch for law enforcement, fire and EMS;
- 1.6 To bring about increased efficiencies and coordination of communications and emergency response services;
- 1.7 To provide the public and field response agencies with highly trained, certified and/or credentialed 911 employees who strive to provide the best service possible to all parties involved;
- 1.8 To set the goals of operating according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA);
- 1.9 To provide funding to ensure the appropriate level of service to all parties involved as defined by user agencies by establishing funding mechanisms and defining the budget process for the Center;
- 1.10 To provide for operational oversight from a "911 Communications Board" of emergency response professionals;
- 1.11 To ensure that each party has access to the Countywide 800 MHz Trunked Radio Communications System; and
- 1.12 To provide a mechanism for the withdrawal of parties to the Agreement.

**2.0 DEFINITIONS:** As used in this Agreement the following words and phrases shall have the meanings indicated unless the context clearly requires otherwise.

- 2.1 "PSAP" (Public Safety Answering Point) shall mean the facility housing the equipment and personnel that provide 9-1-1 call answering, processing and dispatching services.
- 2.2 "9-1-1 Services" shall mean those services and equipment to answer emergency 9-1-1 calls on a 24-hours-per-day basis.
- 2.3 "County" shall mean Fayette County, Georgia.



- 2.4 "E-911" (Enhanced 9-1-1) shall mean the emergency communications system which connects the public to emergency response.
- 2.5 "Participants" shall mean the parties to this Agreement and such other entities as become parties in the future.
- 2.6 "Fayette County E-911 Communications Center" shall mean the system of providing such services or the facility housing the E-911 Communications operations.
- 2.7 "911 Communications Board" shall mean the multi-jurisdictional Board of Law Enforcement, Fire and EMS professionals established to guide the operations of the Center as established in Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board as adopted on January 12, 1995. .
- 2.8 "Countywide 800 MHz Trunked Radio Communications System" shall mean the countywide communications system including towers, receivers, transmitters, radio frequencies and other equipment necessary for an efficient and effective communications system, hereinafter sometimes referred to as the "System". The System shall not include the equipment in the Public Safety Answering Point (PSAP) or radios and communication equipment purchased and maintained by each agency.

### **3.0 TERM OF AGREEMENT/WITHDRAWAL:**

- 3.1 The term of this Agreement shall be for an initial period of Ten (10) years beginning July 1, 2011 and expiring on June 30, 2021, hereinafter referred to as the "Initial Term". Unless otherwise amended or terminated as provided herein, this Agreement shall be automatically renewed for additional periods of Ten (10) years, hereinafter referred to as the "Renewal Term" or "Renewal Terms", without further action of the parties.
- 3.2 The term of this Agreement shall be for a period of Fifty (50) years beginning July 1, 2011 and expiring on June 30, 2061, hereinafter referred to as the "Term".
- 3.3 Any party hereto may terminate its participation in this Agreement by providing the other parties notice of its intent to terminate at least Twelve (12) months but no sooner than Eighteen (18) months prior to the expiration of decennial anniversaries of this Agreement and payment of a "termination fee." Any such notice must be approved by the governing authority of the party wishing to terminate their participation in the Agreement. The "termination fee" shall be an amount equal to the Special E-911 Tax collected in the withdrawing district(s) for the two (2) calendar years immediately following termination. The withdrawing jurisdiction(s) shall remit this termination fee in two (2) annual payments. The first payment shall be paid within 15 months of the effective date of termination and the second payment shall be made within 27 months of the effective date of termination. Additionally, any party terminating this Agreement pursuant to this section shall retain all E-911 fees under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977 from the date of termination of this Agreement.
- 3.4 Parties wishing to withdraw from this Agreement and continue to utilize the Countywide 800 MHz Trunked Radio Communications System shall be billed on a pro rata share of the total annual system maintenance, operations, capitol, and depreciation costs based upon the entity's air time utilization as a percentage of total air time utilization.

- 3.5 Any party withdrawing and establishing its own 911 Communications Center shall provide preferential hiring to any Fayette County E-911 Communications Center staff based on qualifications and job performance that may be eliminated due to the withdrawal and subsequent reduction in force.

**4.0 911 COMMUNICATIONS BOARD:** The Fayette County 911 Communications Board is established as follows:

- 4.1 The 911 Communications Board formulates the policies and oversees the operations of the E-911 Communications Center, exclusive of personnel matters. The Board is empowered with sufficient authority to ensure the efficient operations of the Center. The Board shall be organized and empowered as set forth herein. The Board shall be constituted and operate pursuant to the provisions of the Fayette County Code of Ordinances, Article VI. Boards and Commissions, Division 1. 911 Communications Board, as adopted on January 12, 1995.
- 4.1 Organization:
- 4.1.1 Membership. The Board shall consist of eight (8) members. The membership shall be comprised of the chiefs, or their designee(s), of: the Fire Department and Police Department of Peachtree City; the Fire Department and Police Department of Fayetteville; the Police Department of Tyrone; and the Department of Fire and Emergency Services for the County. The final two (2) members of the Board shall be the head of the County Marshal's Department, hereinafter referred to as the "Marshal", and the Sheriff of the County, or their designee(s).
- 4.1.2 Terms. The terms of all members shall begin on the first day of the month following the month in which the Board is activated and shall terminate upon dissolution of the Board.
- 4.1.3 Vacancies. A vacancy in membership shall be filled by the governing authority of the public safety entity from which there is a vacancy. A vacancy in membership occurs when there is a change in personnel with respect to the chiefs, or the Sheriff or Marshal. The board position allocated to the respective chief, Sheriff or Marshal shall be filled by the person assuming the position of chief, Sheriff or Marshal, or his/her designee. Where a member of the Board is a designee of a chief, Sheriff or Marshal, such member's departure from the Board, for whatever reason, does not create a vacancy. The chief, Sheriff or Marshal that designated the person originally, shall fill the position with either himself/herself or his/her designee.
- 4.1.4 Compensation. All members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties if such expenses are approved by the Board of Commissioners of the County.
- 4.1.5 Quorum. Five (5) members of the Board shall constitute a quorum. A vacancy on the Board shall not impair the right of the quorum to exercise all the rights and perform all of the duties of the Board. A minimum of five (5) affirmative votes is necessary before any motion can be passed.

4.1.6 Chairman/Board Responsibility/Authority: The Board is established by County Ordinance, and shall be accountable to the Board of Commissioners of Fayette County. The Board shall have the following responsibilities and authority:

4.1.6.1 Chairman Responsibilities: At its initial organizational meeting the Board shall elect a chairman from among its members and shall further establish a fair and equitable method for rotating the chairmanship annually among each member of the Board. The term of the chairman shall be for one (1) year and shall rotate annually and subsequently to each Board member in the manner prescribed during the original organizational meeting.

4.1.6.2 To preside over Board Meetings;

4.1.6.3 To call special meetings as appropriate;

4.1.6.4 To represent the Board or appoint another member to represent the Board;

4.1.6.5 To represent the Board upon the presentation of the annual budget to the County Administrator and Board of Commissioners; and

4.1.6.6 To provide input to the County Administrator along with the Communications Board, regarding the annual performance appraisal of the Director;

4.1.7 Board Responsibilities:

4.1.7.1 Shall have the authority to establish policies necessary to oversee the efficient and effective operation of the E-911 Communications Center, exclusive of personnel matters;

4.1.7.2 The Board shall meet at least quarterly in order to assess the policies as they relate to the operations of the 911 Communications Service;

4.1.7.3 The Board shall ensure that the 911 Communications Center shall operate according to applicable guidelines and standards established by the Commission on Accreditation for Law Enforcement Agencies, Insurance Services Office, National Fire Protection Association, the Commission on Fire Accreditation International, the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). The implementation of all guidelines and standards shall be based on feasibility and cost evaluation as determined by the Board. These standards are nationally recognized and accepted as the appropriate means of achieving professionalism in service to the community;

4.1.7.4 Provide advocacy for both capital and operational needs of the Center;

- 4.1.7.5 Review all applicants for the position of Director of Communications, hereinafter referred to as the "Director", and may recommend employment of same to the County Administrator;
- 4.1.7.6 Establish operational protocols, policies and procedures for the Center with the assistance of the Director;
- 4.1.7.7 Establish county-wide definitions and standards for reportable calls for service for statistical consistency;
- 4.1.7.8 Consider and resolve questions, issues and disputes presented to the Board or parties to this Agreement; and
- 4.1.7.9 Work with the Director to submit to the County Administrator a recommended budget for the Center.

**5 DIRECTOR:** The Fayette County E-911 Communications Center will be managed, operated and supervised by a Director, who will be a Fayette County employee subject to the County's personnel policies, chain of command, and other employee regulations. The Responsibility and Authority of the Director are:

- 5.1 The Director shall be the administrative head of the Fayette County E-911 Communications Center and will be responsible for handling administration and personnel matters within the framework of Fayette County regulations and personnel policies.
- 5.2 The Director shall be responsible for following operational policies and protocols established by the Board.
- 5.3 The Director will prepare a proposed budget for Board approval and will assist the Board in submitting to the County Administrator a recommended budget for the E-911 Communications Center.
- 5.4 The Director shall be responsible for providing administrative support to the Board in conducting meetings, publishing notices and recording and maintaining minutes of meetings.
- 5.5 The Director will be responsible for managing the Center within the approved annual budget and shall provide reports to the Board as requested.
- 5.6 The Director will be responsible for all activities of the Center, including but not limited to oversight of call-taking, dispatching, records (custodian), recording, staffing, training, and security.
- 5.7 The Director shall establish and utilize performance standards for employees. The Director shall actively and continually consider and evaluate all means and opportunities toward the enhancement of operational effectiveness of emergency communications for the benefit of the public and emergency response agencies.

- 5.8 The Director shall review and evaluate service levels, performance standards, and/or operational procedures and provide reports to the Board as requested. Final decisions will be made by the Board on all changes in service levels, performance standards and operational procedures, contingent upon available funding for implementation. However, in order to meet the need for procedural changes in a dynamic deployment situation, the Director will be given authority to alter the procedures during critical circumstances.
- 5.9 The Director will participate in a non-voting capacity in meetings of the Board. Should it be necessary for the Director to miss a meeting, he/she will have a designee present.
- 5.10 The Director will develop appropriate long-range plans, including strategic capital improvements, staffing, technology, and other matters. A comprehensive long-range plan will be developed and updated yearly. This plan will be presented to the Board on a yearly basis at a date and time determined by the Board. Each year the Board and Director will reach consensus on the plan, and the Board will take action to adopt the plan.

## **6 FUNDING:**

- 6.1 Funding for the operational, maintenance, capital and debt service expenses associated with the E-911 Communications Service and Countywide 800 MHz Trunked Radio Communications System shall be provided through an E-911 Special Service Tax District with an effective date of July 1, 2011. In addition, all signatories shall pledge the proceeds of any E-911 fees imposed by it to , under the authority granted to it by the Georgia Emergency Telephone Number "911" Service Act of 1977, as amended, to Fayette County throughout their participation in this Agreement.
- 6.2 Each party agrees to adopt an ordinance pursuant to O.C.G.A. § 46-5-134.2 (which will be effective January 1, 2012) to impose a prepaid wireless 9-1-1 charge in the amount of 75 cents per retail transaction to be effective January 1, 2012. All signatories shall pledge the proceeds of any prepaid wireless E-911 fees imposed by it, under the authority granted to it by O.C.G.A. § 46-5-134.2, as amended, to Fayette County throughout their participation in this Agreement.
- 6.3 In order to transition to the E-911 Special Service Tax District, the parties agree to pay to the County, for a term of Two (2) years beginning on October 1, 2011 and ending on September 30, 2013, the pro-rata allocation of net operations not covered by 911 user fees and undesignated fund balance. The pro-rata allocation is based on the 2010 census population. The County shall invoice all parties for their respective pro-rata allocation on a quarterly basis. Undesignated fund balance from the previous fiscal year shall be applied as a credit to the pro-rata allocation prior to December 31<sup>st</sup> of each year.

## **7 LIABILITY:**

- 7.1 To the extent allowed by law, the County agrees to hold the City of Fayetteville, the City of Peachtree City, the Town of Tyrone and the Fayette County Board of Education, their employees, agents, and officials harmless from any suit or claim which arises from or is related to the County's performance of this Agreement.

This Agreement entered into, and to become effective, as of the first day of July 1, 2011 by

BOARD OF COMMISSIONERS OF FAYETTE COUNTY

By: Walter Frady  
Chairman, Board of Commissioners

Date of adoption: July 28, 2011

Attest: Carol Chandler  
County Clerk

CITY OF FAYETTEVILLE

By: Kenneth Steele  
Mayor, City of Fayetteville

Date of Adoption: August 4, 2011

Attest: Ann Barnes  
City Clerk

CITY OF PEACHTREE CITY

By: Don Hedderley  
Mayor, City of Peachtree City

Date of adoption: August 4, 2011

Attest: [Signature]  
City Clerk

TOWN OF TYRONE

By: [Signature]  
Mayor, Town of Tyrone

Date of adoption: August 4, 2011

Attest: Dee Baker  
Town Clerk

BOARD OF EDUCATION

By: Bob Sodd  
Chairman, Board of Education

Date of adoption: September 29, 2011

Attest: Katherine C. Smith



**EXHIBIT "A"**

**Fayette County E-911 Communication Center  
Allotment of Budget Expenditures Among Participants  
FY 2012 Recommended Budget**

	FY 2012		Variance
	Budget Request	Actual	
Expenditures	\$ 2,671,297		
Transfer to Capital Projects	-		
Sub-Total	\$ 2,671,297	\$ -	\$ 2,671,297
Less: Estimated Telephone Surcharge	\$ 850,000		
Estimated Wireless Surcharge	1,035,000		
	\$ 1,885,000	\$ -	\$ (1,885,000)
Operating Expenditures over <Revenue> EXCESS fund balance from 6/30/10	\$ (786,297)	\$ -	
	-		
Allocations COSTS	\$ (786,297)	\$ -	\$ 786,297

**Allocation Amount Participants**

	Population			
Tyrone	6,879	\$ (50,756)		\$ 50,756
Peachtree City	34,364	(253,552)		253,552
Fayetteville	15,945	(117,649)		117,649
Fayette County	49,379	(364,339)		364,339
	106,567			
Allocations COSTS		\$ (786,297)	\$ -	\$ 786,297



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: *Code Enforcement*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County (including Brooks, Woolsey and Tyrone by agreement), Peachtree City, Fayetteville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County (Brooks & Woolsey)	County general fund
Peachtree City	City general fund
Fayetteville	City general fund
Tyrone	City general fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Brooks 03.08.2012	Fayette County, Brooks	3/08/2012 - auto annual
Tyrone 07.16.2015	Fayette County, Tyrone	7/15/2015 - auto annual
Woolsey 02.14.2004	Fayette County, Woolsey	2/4/2004 - auto annual

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Jan. 3, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF FAYETTE

**INTERGOVERNMENTAL AGREEMENT FOR CODE ENFORCEMENT SERVICES**

This Agreement entered into this 16 day of July 2015 between the **TOWN OF TYRONE**, a municipal corporation lying wholly within Fayette County, Georgia, hereinafter referred to as "The Town" and Fayette County, Georgia, a political subdivision of the State of Georgia hereinafter referred to as "The County".

W I T N E S S E T H:

WHEREAS, the Town currently does not employ personnel whose primary duty is to enforce the Town's Code of Ordinances and other codes, rules and regulations; and,

WHEREAS, the County does employ personnel whose primary duty is to enforce the County's Code of Ordinances and other codes, rules and regulations; and

WHEREAS, the County has staff available to provide code enforcement services to the Town; and

WHEREAS, the County desires to assist said Town by providing staff to enforce the Town's Code of Ordinances and other codes, rules and regulations.

NOW THEREFORE, for and in consideration of the promises contained herein, it is hereby agreed as follows:

1.

The County shall provide personnel to the Town that will perform various code enforcement services on behalf of the Town. Said code enforcement services shall include investigating and citing alleged violations of the Code of Ordinances of the Town, the zoning ordinance of the Town, the subdivision regulations of the Town, the tree and landscape

ordinances of the Town and any other ordinance or regulation of the Town, as well as assisting in the prosecution of said violations and the abatement of nuisances in the Town.

2.

Any personnel provided by the County to perform the services described in Paragraph 1 shall remain employees of the County and shall under no circumstance be considered employees of the Town. Any personnel provided by the County shall be sworn in by the Town as a code enforcement officer pursuant to Section 2-168 of the Code of Ordinances of the Town of Tyrone. Such personnel shall have the authority, in addition to other remedies and after due notice to the owner of the property or the permit holder or any other person violating any provision of the Code of Ordinances of the Town, the zoning ordinance of the town, the subdivision regulations of the town, the tree and landscape ordinances of the town, and any other ordinance or regulation of the town, to issue a citation to such owner of the property or the permit holder or any other person and require the presence of the violator in the Municipal Court of the Town of Tyrone.

3.

In exchange for the services described in Paragraph 1, the Town shall pay to the County on a quarterly basis an amount equal to the hourly rate (including salary and benefits) of the personnel provided by the County for each hour that said personnel performs services for the Town. The parties agree that said hourly rate shall be \$24.37. Both parties understand that the total number of hours during which County personnel perform services for the Town should not exceed ten (10) hours per week; however, to the extent that these services are expected to exceed ten (10) hours per week, the County shall take all reasonable effort to notify the Town prior to exceeding said amount. County personnel shall be available to perform services for the Town during the hours they are normally scheduled to work for the County.

4.

The initial term of this Agreement shall be for one (1) year beginning July 1, 2015 and ending on June 30, 2016. This Agreement shall automatically renew on July 1 of each subsequent year for an additional one (1) year term unless either party provides thirty (30) days' notice to the other party of its intent to terminate the Agreement.

5.

To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County from any liability and/or litigation expenses to which the County may be subjected as a consequence of or as a result of the provision of services described in Paragraph 1. The Town will furthermore, to the extent permitted by law, reimburse the County for any and all necessary legal representation, by counsel chosen by the County, in any action arising from the provision of the services described in Paragraph 1. Said reimbursement shall be paid by the Town within thirty (30) days of invoice by the County.

6.

To the extent permitted by law, the County shall indemnify, defend and hold harmless the Town from any liability and/or litigation expenses to which the Town may be subjected due to the intentional, willful or malicious conduct of the County or County personnel in the performance of the services described in Paragraph 1. The County will furthermore, to the extent permitted by law, reimburse the Town for any and all necessary legal representation, by counsel chosen by the Town, in any action arising from the intentional, willful or malicious conduct of the County or County personnel in the performance of the services described in Paragraph 1. Said reimbursement shall be paid by the County within thirty (30) days of invoice by the Town.



7.

This intergovernmental contract is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

8.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.



FAYETTE COUNTY, GEORGIA

By: Charles H. Oddo  
Charles Oddo, Chairman  
Board of Commissioners

Attest:

Hoyd L. Jones

TOWN OF TYRONE

By: Eric Dial  
Eric Dial, Mayor

Attest:

Dee Baker



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service: *Detention Facility*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☒ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.): **Fayette County**
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service):
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County (Brooks & Woolsey)	Funding for the detention facility is provided from general funds, court fees, jail
Peachtree City	add-on fees, and the inmate day rate charges.
Fayetteville	
Tyrone	

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Inmate Agreement 2/22/2018	Fayette Co., Fayetteville	2/22/2018-auto annual renew
Inmate Agreement 2/22/2018	Fayette Co., Peachtree City	2/22/2018-auto annual renew
Inmate Agreemen 2/22/2018t	Fayette Co., Tyrone	2/22/2018-auto annual renew
I		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb. 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**COUNTY OF FAYETTE****STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and \_\_\_\_\_, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail

Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining

Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.



If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

## **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until \_\_\_\_\_, \_\_\_\_\_. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.

**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE CITY  
OF PEACHTREE CITY

(SEAL)

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

ATTEST:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**COUNTY OF FAYETTE****STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and \_\_\_\_\_, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed



down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

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**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.

**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.

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## **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until \_\_\_\_\_, \_\_\_\_\_. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

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## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance

Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.



**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
\_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Clerk

Approved as to form:

\_\_\_\_\_  
\_\_\_\_\_, Attorney

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

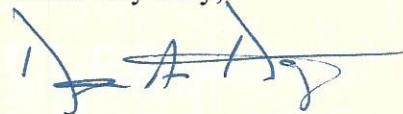
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for inmate services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Inmate Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

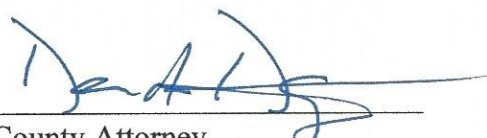
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



**COUNTY OF FAYETTE****STATE OF GEORGIA****INMATE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Fayette County, Georgia, acting by and through its Board of Commissioners, and the Town of Tyrone, Georgia, acting by and through its Mayor and Council, for the placement of inmates in the Fayette County Jail Facility in Fayetteville, Georgia.

**WITNESSETH:****ARTICLE I. Purpose**

**A. Purpose.** This Agreement between Fayette County, hereinafter the "County"; City, Georgia, hereinafter the "Confining Jurisdiction," is for establishing the parameters within which the County and the Confining Jurisdiction contemplate for the detention and care of persons incarcerated under the authority of the Confining Jurisdiction at the Fayette County Jail Facility, hereinafter the "Jail Facility." The term "Parties" is used in this Agreement to refer jointly to the County and the Confining Jurisdiction.

**B. Responsibilities.** This Agreement sets forth the responsibilities of the County and the Confining Jurisdiction. The Agreement states the services the County shall perform satisfactorily to receive payment from the Confining Jurisdiction at the prescribed rate.

**C. Inmate Day Rate.**

- 1) The Parties agree that the inmate day rate shall be \$50.00.
- 2) The Parties agree when costs are incurred for the transport of Confining Jurisdiction inmates to another jail facility as outlined in Article III (A) along with any specialty medical or dental care costs, the Confining Jurisdiction will be responsible for those costs. These costs will be added to the monthly invoice as outlined in Article IX (A).

**ARTICLE II. General**

**A. Funding.** The Confining Jurisdiction agrees to make payments to the County as set forth herein. During the term of this Agreement, the Confining Jurisdiction agrees to impose an additional penalty on fines handed down in its Municipal Court consistent with law under the Jail Construction and Staffing Act (established pursuant to O.C.G. A. § 15-21-90 et seq.). The additional penalty shall be equal to ten (10%) percent of the fine imposed under sentence handed

down by the Municipal Court Judge. Additionally, at the time of posting bail or bond, an additional sum equal to (10%) percent of the original amount of bail or bond shall be posted and paid over to the County. In every case in which the Municipal Court Judge shall order the forfeiture of bail or bond, the additional sum equal to the (10%) percent of the original bail or bond shall be paid over to the County and deposited in a special account to be known as the "County Jail Fund." Said County Jail Fund shall be used for maintaining, operating, and staffing of the Jail Facility. Said amount shall be remitted to the County monthly by no later than the tenth day of the month following the month in which such sums are collected. In the case of partial or installment payments of the penalty being made to the Confining Jurisdiction, the proportion of the installment or partial payment equal to the proportion of the additional penalty to the original fine shall be paid by the Confining Jurisdiction to the County by no later than the tenth day of the month following the month in which such partial or installment payments are received.

**B. Consistent with Law.** Any provision of this Agreement contrary to applicable statutes, regulations, policies, or judicial mandates is null and void, but shall not necessarily affect the balance of the Agreement.

**C. Scope of Funding Obligation.** The County shall assess, and the Confining Jurisdiction agrees to pay, those charges for those inmates who are incarcerated because of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction, or due to revocation of probation which was part of a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction. All inmates presented to the Jail Facility by the Confining Jurisdiction for pre-trial detention who are being held pending disposition in the Municipal Court of the Confining Jurisdiction are also considered inmates from the Confining Jurisdiction.

### **ARTICLE III. Covered Services**

**A. Bed space.** The County shall provide male/female beds in the Jail Facility on a space available basis. The Confining Jurisdiction will be financially liable only for the actual inmate days as defined in Paragraph (C) of this Article. An inmate presented for incarceration by the Confining Jurisdiction to the County may be relocated to another jail facility if no space is available at the Jail Facility. The County shall determine whether space is available at the Jail Facility. Should the County determine that no space is available for an inmate from the Confining Jurisdiction at the Jail Facility, the County shall transport the inmate to another jail facility. The Confining Jurisdiction agrees to continue paying the inmate day rate or the rate charged by the other jail facility, whichever is higher, for every inmate of the Confining Jurisdiction transported by the County to another jail facility in the same manner as if the inmate from the Confining Jurisdiction was still confined at the Jail Facility.



**B. Basic needs.** The County shall provide adult detainees with safekeeping, housing, subsistence, on-site health care and other services in accordance with this Agreement. In providing these services, the County shall ensure compliance with all applicable laws, regulations, fire and safety codes, policies, and procedures. The types and levels of services shall be those the County routinely affords to other inmates. If the County determines that the Confining Jurisdiction has delivered a person for custody who is subject to the jurisdiction of the Juvenile Justice System, the County shall not house that person with adult detainees, and shall notify the Confining Jurisdiction immediately. The Confining Jurisdiction shall immediately remove the inmate within twenty-four (24) hours of being notified by the County.

**C. Unit of service and financial liability.** The County will bill the Confining Jurisdiction the number of days the inmate is booked into the Jail Facility excluding the intake day and the discharge day.

**D. Interpretive services.** The County shall make special provisions for non-English speaking, handicapped or illiterate inmates. The Confining Jurisdiction will, upon request, assist the County in obtaining translation services. The County shall provide all instructions verbally (in English or the inmate's native language as appropriate) to inmates who cannot read.

#### **ARTICLE IV. Receiving and Discharging Inmates**

**A. Required activity.** Except as otherwise provided herein, the County shall receive and discharge inmates only from and to properly identified Confining Jurisdiction personnel. Presentation of Confining Jurisdiction credentials shall constitute proper identification. The exception recognized pertains to those inmates which have been relocated to another jail facility due to a lack of available bed space at the Jail Facility. The County shall furnish receiving and discharging services twenty-four (24) hours per day, seven (7) days per week.

The Confining Jurisdiction shall furnish the County with reasonable notice of receiving or discharging inmates. The County shall ensure positive identification and recording of inmates and Confining Jurisdiction officers. The County shall not permit medical or emergency discharges except through coordination with on-duty Confining Jurisdiction officers.

**B. Restricted release of inmates.** The County shall not release Confining Jurisdiction inmates from its physical custody to any persons other than those described in Paragraph (A) of this Article for any reason, except for either medical, other emergency situations, or in response to a writ of habeas corpus.

If a Confining Jurisdiction inmate is sought for federal, state or local court proceedings, only the Confining Jurisdiction may authorize release of the inmate for such purposes. The County shall contact the Confining Jurisdiction immediately regarding any such requests.



**C. County right of refusal.** The County retains the right to refuse acceptance of any inmate found to have a condition that requires medical care beyond the scope of the County's health provider.

## **ARTICLE V. Medical Services**

**Access to health care.** The County shall ensure that on-site medical and health care coverage as defined below is available for all of the Confining Jurisdiction's inmates at the Jail Facility for at least eight (8) hours per day, seven (7) days per week. The County shall furnish the inmates instructions in his or her native language as prescribed in Article III, Paragraph (D) for gaining access to health care services.

## **ARTICLE VI. Period of Performance**

This Agreement shall remain in effect until **June 30, 2019**. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement. If, upon proper termination of this Agreement, the Confining Jurisdiction has not satisfied its financial obligation for the payment of inmate day rates to the County for the immediately preceding twelve (12)-month period, the Confining Jurisdiction agrees to remit an amount equal to the total outstanding financial liability to the County within fifteen (15) days of the effective date of the termination. If, upon proper termination of this Agreement, the Confining Jurisdiction has an existing credit with the County due to overpayment from the immediately preceding twelve (12)-month period, said credit amount shall belong to the County and will be applied for those purposes recognized as proper uses for the County Jail Fund.

## **ARTICLE VII. Modifications**

Actions other than those designated in this Agreement will not bind or incur liability on behalf of either party. Either party may request a modification to this Agreement by submitting a written request to the other. A modification will become part of this Agreement only after the Confining Jurisdiction and the authorized signatory of the County have approved it in writing.

## **ARTICLE VIII. Adjusting the Inmate Day Rate**

The Confining Jurisdiction shall reimburse the County at the inmate day rate provided in Article I of this Agreement. The Parties shall review and adjust the inmate day rate every three years, with the effective date for the new inmate day rate to be January 1 of the following calendar year. The Parties agree that the inmate day rate should always reflect the jail operations costs for the immediately preceding fiscal year of the County. For the purposes of this Agreement, the Parties agree that the cost of the Jail Facility shall be composed of all those costs necessary to house the inmates at the Jail Facility in a safe and secure manner. In addition, the Parties agree that a component of the operations and maintenance of the Jail Facility is the cost associated with the housing of inmates at a jail facility other than the Jail Facility.

## **ARTICLE IX. Enrollment, Invoicing, and Payment**

**A. Invoicing.** The County shall submit an original itemized invoice containing the following information provided by the Sheriff's Office: the name and address of the Jail Facility; the name of each Confining Jurisdiction inmate, and his or her specific dates of detention; the total number of inmate days; the daily rate; the total inmate days multiplied by the daily rate; and the name, title, address, and telephone number of the local official responsible for invoice preparation. The County shall submit monthly invoices within the first fifteen (15) working days of the month following the calendar month when it provided the services to the Confining Jurisdiction.

**B. Payment.** The Confining Jurisdiction will remit funds collected for the County Jail Fund to the County pursuant to Article II. The date the County actually receives the funds shall constitute the payment date. Within thirty days subsequent to the original twelve (12)-month term and within thirty days subsequent to each successive twelve (12)-month term thereafter, the County shall notify the Confining Jurisdiction of the total amount of County Jail Funds received by the County from the Confining Jurisdiction during the immediately preceding twelve (12)-month term. The County shall also provide to the Confining Jurisdiction an itemized statement of the number of inmate days for which the Confining Jurisdiction is responsible to the County for the immediately preceding twelve (12)-month term.

**C. Accounting of County Jail Fund.** The Confining Jurisdiction shall report to the County the disposition of each case resolved within its Municipal Court. Information required shall be the name of the party, the offense charged, the number of days sentenced to be served at the Jail Facility, and the amount of the fine which was imposed exclusive of the County Jail Fund penalty. Additionally, should there be the posting of bail or bond, the report should include the name of the party, the offense charged, and the amount of the bail or bond posted exclusive of the County Jail Fund penalty. These reports shall be submitted to the County Finance



Department within ten (10) business days subsequent to the session of court at which these cases were disposed.

## **ARTICLE X. Indemnification Provisions**

**A. Indemnification (County).** The Confining Jurisdiction shall save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person(s), or loss or damage to any property, which occurs in connection with or incident to performance of work by the Confining Jurisdiction under the terms of this Agreement, and which results from negligent acts or omissions of Confining Jurisdiction officers or employees to the extent permitted by law. The Confining Jurisdiction shall also save and hold the County harmless, and indemnify the County against any and all liability claims and costs of whatever kind and nature, for false arrest, malicious prosecution, improper arrest, and any other similar charge being brought due to some action or lack thereof by the Confining Jurisdiction. Notwithstanding anything in this Agreement contained herein to the contrary, for purposes of the Confining Jurisdiction indemnifying and holding the County harmless, any inmate arrested by the Confining Jurisdiction is considered an inmate of the Confining Jurisdiction no matter whether the underlying charge is based upon a sentence handed down by the Municipal Court Judge of the Confining Jurisdiction or otherwise.

**B. Defense of suit (County).** In the event an inmate files suit against the County contesting the legality of the inmate's incarceration and/or for any other event as covered in Article X (A) , including but not limited to, false arrest, malicious prosecution, and improper arrest, the Confining Jurisdiction shall move to have the County dismissed from such suit, to have the Confining Jurisdiction substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the Confining Jurisdiction shall be responsible for the defense of any suit on these grounds.

**C. Confining Jurisdiction recovery right.** The County shall do nothing to prejudice the Confining Jurisdiction's right to recover against third parties for any loss, destruction of, or damage to the Confining Jurisdiction's property. Upon request of the Confining Jurisdiction, the County shall, at the Confining Jurisdiction's expense, furnish to the Confining Jurisdiction all reasonable assistance and cooperation, including assistance in the prosecution of suit and execution of the instruments of assignment in favor of the Confining Jurisdiction, in obtaining recovery.

**D. Other jail facility.** For purposes of these Indemnification provisions, all indemnification herein which applies to the County also applies to the jurisdiction which is housing the inmate(s) from the Confining Jurisdiction which have been transported to the jail facility by the County.

**E. Indemnification (Confining Jurisdiction).** The County shall save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for injury to or death of any person (s), or loss or damage to any property, which occurs in connection with or incident to the performance of work by the County under the terms of this Agreement, and which results from negligent acts or omissions of County officers or employees to the extent permitted by law. The County shall also save and hold the Confining Jurisdiction harmless, and indemnify the Confining Jurisdiction against any and all liability claims and costs of whatever kind and nature, for bodily harm or any other similar charge brought due to some action or lack thereof by the County.

**F. Defense of suit (Confining Jurisdiction).** In the event an inmate files suit against the Confining Jurisdiction for an event covered in Article X (E) above, the County shall move to have the Confining Jurisdiction dismissed from such suit, to have the County substituted as the proper party defendant, or to have the case removed to a court of proper jurisdiction. Regardless of the decision on any such motion, the County shall be responsible for the defense of any suit on these grounds.

## **ARTICLE XI. Financial Records**

**A. Retention of records.** All financial records, supporting documents, statistical records, and other records pertinent to contracts or subordinate agreements under this Agreement shall be retained by the County for at least three (3) years for purposes of examinations and audit. The three (3)-year retention period begins at the end of the first year of completion of service under the Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3)-year period, the records will be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three (3)-year period, whichever is later.

**B. Access to records.** The Confining Jurisdiction shall have the right of access to any pertinent books, documents, papers, or other records of the County.

## **ARTICLE XII. Dispute Resolution**

**A. All Jail Facility Costs.** The County shall maintain and calculate the yearly costs of the Jail Facility. Upon request, the County shall provide the Confining Jurisdiction with a copy of the accounting records for those expenses for any subsequent fiscal years. If, after reviewing the accounting records, the Confining Jurisdiction believes that the allocation of expenses does not follow this Agreement, then the Chief Financial Officer for each of the Parties shall meet to discuss the allocation.



**B. Other Matters.** All other disputes shall be discussed by the Chief Administrative Officers of the Parties. If the Chief Administrative Officers cannot resolve the dispute, then either or both Parties shall be free to seek a resolution in the Fayette County Superior Court.

WHEREFORE, the Parties hereby set their hands and affix their seals as of the date first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE

By: \_\_\_\_\_  
Eric Dial, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service:Emergency Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County, Peachtree City, Fayetteville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County, Brooks, Fayetteville, Tyrone and Woolsey.	Emergency services is funded through a special district tax and user fees.
Peachtree City	City general fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Emer Medical Serv 2/22/2018	Fayette Co., Fayetteville	2/22/2018 - auto renewal
1998 EMS Aid PTC Fay Co	Fayette Co., Peachtree City	10/22/1998 - no end

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb. 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**COUNTY OF FAYETTE****STATE OF GEORGIA****EMERGENCY MEDICAL SERVICES AGREEMENT**

This Emergency Medical Services Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the city of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council (hereinafter referred to as the “City”), and Fayette County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter referred to as the “County”) for the County to provide emergency medical services to the City.

**WITNESSETH:**

WHEREAS, the County maintains and staffs an Emergency Medical Services (“EMS”) Department for the propose of providing emergency medical and other emergency services; and

WHEREAS, the City lies wholly within the limits of Fayette County, Georgia; and

WHEREAS, the City and the County have determined that it is to the mutual advantage and benefit of each of the parties hereto that the County shall automatically dispatch an ambulance on the initial alarm to a residential or commercial building fire call within the city limits of the City, if available; and

WHEREAS, the City and the County have determined that the primary use of the ambulance personnel shall be for EMS standby on the fire ground to provide treatment to victims of the incident or responders that may be injured during operations; however, this does not prohibit the Incident Commander from utilizing these personnel for which they are appropriately trained on a working fire, as dictated by the operational needs of the incident; and

WHEREAS, it is the desire of the signatories hereto to enter into this Emergency Medical Services Agreement (hereinafter, the “Agreement”) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1, on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for the other good and valuable consideration, the receipt and sufficiency thereof being acknowledged by the parties, the parties hereunto agree as follows:

## **ARTICLE I - PROTOCOL RESPONSE**

Paragraph 1.0: The parties have established a beneficial EMS response district for calls received from the City. This district shall be known as the Automatic Protocol Response District.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the City, the County shall furnish such EMS response as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: The County shall provide one approved Advanced Life Support (“ALS”) Ambulance staffed with not less than one (1) Paramedic and (1) one Emergency Medical Technician (“EMT-B”) to respond in the Automatic Protocol Response District for residential and commercial fires.

Paragraph 1.3: It is expressly understood that the automatic EMS dispatched by the County may be recalled at the sole discretion of the County’s Fire Chief, or his/her designee, if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

## **ARTICLE II - SUPERVISION**

Paragraph 2.0: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the Protocol Response.

## **ARTICLE III - LIABILITY**

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his/her regular employer.

Paragraph 3.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

#### **ARTICLE IV- COMPENSATION**

Paragraph 4.0: No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 4.1: Transport fee for any personnel will be subject to standard EMS billing rates.

Paragraph 4.2: The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 4.3: Each party to this Agreement shall comply with workers' compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.4: Each party shall pay its own personnel without cost to the other party.

#### **ARTICLE V - RELEASE OF CLAIMS**

Paragraph 5.0: To the extent allowed by law, each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.

#### **ARTICLE VI - INJURIES TO PERSONNEL**

Paragraph 6.0: Any damage or other compensation which is required to be paid to any EMS employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

#### **ARTICLE VII - THIRD PARTY BENEFICIARIES**

Paragraph 7.0: This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### **ARTICLE VIII - TERM OF AGREEMENT**

Paragraph 8.0: This Agreement shall commence upon its proper execution by the City and the County and shall continue until June 30, 2019. This Agreement shall

automatically be renewed by the parties on July 1st, 2020, and each year thereafter on July 1<sup>st</sup> for additional one (1)-year terms until such time as written notice of termination or modification is received by either party providing thirty (30) days' notice to the other party.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13.

## **ARTICLE IX - SCENE COMMUNICATIONS**

Paragraph 9.0: Operations at a scene requiring Protocol Response shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All electronic scene communications shall be in plain text.

## **ARTICLE X - MOVE UP OF EQUIPMENT**

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

## **ARTICLE XI - ADMINISTRATION**

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, the City's Fire Chief and the County's Fire Chief shall be jointly responsible.

## **ARTICLE XII - ENTIRE AGREEMENT**

Paragraph 12.0: This Agreement shall constitute the entire agreement for EMS protocol response between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement properly executed by the City and the County. Mutual aid is established through another agreement.

## **ARTICLE XIII - TERMINATION**

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than thirty (30) days written notice to the other party.

## **ARTICLE XIV - SEVERABILITY OF TERMS**

Paragraph 14.0: In the event any part or provision of this Agreement is held to

be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### **ARTICLE XV- GOVERNING LAW**

Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

[THIS SPACE INTENTIONALLY LEFT BLANK.]



**IN WITNESS WHEREOF**, the parties hereof and hereto have set their hands and seals the day first above written.

**BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

**MAYOR AND COUNCIL FOR THE  
CITY OF FAYETTEVILLE, GEORGIA**

(SEAL)

By: \_\_\_\_\_  
EDWARD JOHNSON, Mayor

ATTEST:

\_\_\_\_\_  
Anne Barksdale, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service:Fire Services

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County, Peachtree City, Fayetteville**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County, Tyrone, Brooks and Woolsey	Fire services is funded through a special district tax and user fees.
Peachtree City	City general fund
Fayetteville	City general fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
See Attached		

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb. 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

[illegible]

## **AUTOMATIC AID AGREEMENT**

This Automatic Aid agreement is made and entered into this day of September 11 2014 by and Between the city of Fayetteville, Georgia, a municipality of the State of Georgia, acting by and through its duly elected Mayor and Council, and Fayette County, a political subdivision of the State of Georgia, acting by and through its elected Board of Commissioners.

### **WITNESSETH**

WHEREAS, Fayetteville, Georgia and Fayette County, Georgia are contiguous; and

WHEREAS, Fayetteville and Fayette County, Georgia each maintain and staff a fire department for the purpose of fire suppression, protection, prevention, emergency medical, other emergency services; and

WHEREAS, Fayetteville and Fayette County, Georgia have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression to the other party in the event of fire and to take part in joint training exercises; and

WHEREAS, it is the desire of the signatories hereto to enter into this Automatic Aid Agreement, hereinafter, "the Agreement," pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section III, Paragraph 1, on the terms and conditions hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants contained here, and for the other good and valuable consideration, the parties hereunto agree as follows:

### **ARTICLE I- AUTOMATIC AID**

Paragraph 1.0: The parties have established a mutually beneficial automatic aid district attached and incorporated hereto as Exhibit A and hereinafter referred to as "Automatic Aid District." A Automatic Aid District may be changed to reflect additions or deletions of response areas with approval of both parties and ratified by elected officials of each jurisdiction.

Paragraph 1.1: In the event of any residential or commercial building fire which occurs in the Automatic Aid District, Fayetteville and Fayette County shall furnish such fire suppression as part of the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2: Automatic Aid - Fayetteville and Fayette County each shall provide one approved Class A fire pumper with a pumping capacity of not less than 1,000 gallons per minute and staffed with not less than two (2) State of Georgia Standard and Training Council certified firefighters and minimally trained to EMT-1 level to respond the Automatic Aid District as set forth on Exhibit A.

Paragraph 1.3: It is expressly understood that the automatic aid actually furnished may be recalled at the sole discretion of the Fire Chief of the furnishing jurisdiction if circumstances warrant.

Paragraph 1.4: It is further agreed that the parties will participate in joint training exercises in order to insure basic standardization of operations and philosophy, to the extent necessary as determined and agreed upon by the Fire Chiefs for each party.

## ARTICLE II- SUPERVISION

Paragraph 2.0: The furnishing jurisdiction may elect to furnish a Captain or Battalion Chief to fire and rescue-related incidents. If the jurisdiction receiving the automatic aid does not have a Captain or Battalion Chief available, one shall be dispatched by the furnishing agency.

Paragraph 2.1: If a Captain or Battalion Chief is requested, then that officer is expected to coordinate and give the general directions as to the work to be done. This officer is expected to be in command until properly relieved by the jurisdiction receiving automatic aid.

Paragraph 2.2: Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 2.1.

Paragraph 2.3: All general direction relative to the work will be given by the appropriate officers of the jurisdiction receiving the automatic aid except as provided in Paragraph 2.1.

## ARTICLE III- LIABILITY

Paragraph 3.0: There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling a fire.

Paragraph 3.1: Every employee shall be deemed to be the employee and agent of his regular employer, and under no circumstance shall any employee be deemed to be an employee or agent of any entity other than his regular employer.

Paragraph 3.2: All damages or repairs to any equipment or apparatus shall be the responsibility of the owner jurisdiction.

## ARTICLE IV- COMPENSATION

Paragraph 4.0: No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this automatic aid agreement.

Paragraph 4.1: The mutual advantage and protection afforded by this Agreement is considered adequate compensation to both parties.

Paragraph 4.2: Each party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.

Paragraph 4.3: Each party shall pay its own personnel without cost to the other party.

## ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0: Each of the parties agrees to release the other party from any and all liabilities, claims, judgments, cost or demands for damage to that party's property, whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other party during the provision of service pursuant to this Agreement.



#### ARTICLE VI - INJURIES TO PERSONNEL

Paragraph 6.0: Any damage or other compensation which is required to be paid to any fire employee by reason of their injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

#### ARTICLE VII- THIRD PARTY BENEFICIARIES

Paragraph 7.0: This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

#### ARTICLE VIII- TERM OF AGREEMENT

Paragraph 8.0: This Agreement shall commence upon its execution by Fayetteville, acting by and through its Mayor and Council, and by Fayette County, acting by and through its Board of Commissioners and shall continue until June 30, 2015. This Agreement shall automatically be renewed by the parties on July 1st, and each year thereafter on July 1<sup>st</sup> for additional one (1) year terms until such time as written notice of termination or modification is received by either party within ninety (90) days of the expiration of the term of this automatic aid agreement.

Paragraph 8.1: Nothing in this Article shall preclude termination pursuant to Article 13

#### ARTICLE IX- FIRE SCENE COMMUNICATIONS

Paragraph 9.0: Operations at a scene requiring automatic aid shall be run by a unified command. Communication on the scene will be coordinated through the command post.

Paragraph 9.1: All fire scene communications shall be plain text.

#### ARTICLE X- MOVE UP OF EQUIPMENT

Paragraph 10.0: Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary for its own department.

Paragraph 10.1: In the event that a jurisdiction has dedicated a major amount of resources on an incident, the jurisdiction may request aid to cover vacant territories by "moving up" automatic aid units into the affected jurisdiction.

#### ARTICLE XI- ADMINISTRATION

Paragraph 11.0: It is agreed by each of the parties that for the purpose of liaison and administration, Fayetteville Fire Chief and Fayette County Fire Chief shall be jointly responsible.

ARTICLE XII- ENTIRE AGREEMENT

Paragraph 12.0: This Agreement shall constitute the entire agreement for automatic aid between the parties and no modification shall be binding upon the parties unless evidenced by a subsequent written agreement signed by Fayetteville, acting by and through its Mayor and Council, and Fayette County, acting by and through its Board of Commissioners. Mutual aid is established through another agreement.

ARTICLE XIII- TERMINATION

Paragraph 13.0: Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days written notice to the other party .

ARTICLE XIV - SEVERABILITY OF TERMS

Paragraph 14.0: In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV- GOVERNING LAW

Paragraph 15.0: This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

IN WITNESS **WHEREOF**, the parties hereof and hereto set their hands and seals.

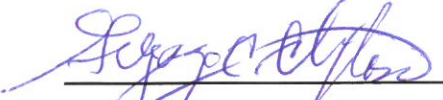
ARTICLE XVII- GOVERNING LAW

Paragraph 17.0: This agreement shall govern in all respects as to the validity, construction, capacity, or otherwise by the laws of the State of Georgia.

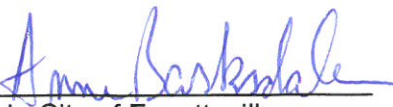
IN WITNESS **WHEREOF**, the parties hereof and hereto set their hands and seals.


City Fayetteville, Georgia

Fayette County, Georgia

  
\_\_\_\_\_  
Mayor, City of Fayetteville

  
\_\_\_\_\_  
Chairman, Fayette County

Attest:   
\_\_\_\_\_  
City Clerk, City of Fayetteville

Attest:   
\_\_\_\_\_  
County Clerk, Fayette County

**Exhibit "A"**

Automatic Aid Site Map for the response for residential and commercial building fires.



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service:Public Works

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County (including Brooks and Woolsey by agreements), Peachtree City, Fayetteville, and Tyrone**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County (Brooks & Woolsey)	County general funds
Peachtree City	City general funds
Fayetteville	City general funds
Tyrone	Town general funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Road Resurfacing	Fayette Co, Fayetteville, Peachtree City, Tyrone	2/22/2017 -auto annual renew
1999.5.13 Proj Contracting	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
1999 5.13. Vehicle Fueling	Fayette Co, Fayetteville, Peachtree City, Tyrone	5/13/1999-auto annual renew
Brooks 03.08.12	Fayette Co, Brooks	3/8/12-auto annual renew
Woolsey 02.04.04	Fayette Co, Woolsey	4/28/2005-auto annual renew
2018.2.22 Vehicle Fueling	Fayette Co, Peachtree City	2/22/2018 - auto annual

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb. 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

STATE OF GEORGIA

COUNTY OF FAYETTE

**FUELING STATION AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between FAYETTE COUNTY, hereinafter referred to as the "County," and the CITY OF PEACHTREE CITY, hereinafter referred to as "Peachtree City,"

**WITNESSETH:**

WHEREAS, the Public Works Department of the County maintains a gasoline fueling station on its premises and Peachtree City desires to have its vehicles fueled at the fueling station of the County's Public Works facility on an emergency basis; and

WHEREAS, the Public Works Department of Peachtree City maintains a gasoline fueling station on its premises and Fayette County desires to have its vehicles, fueled at the fueling station of the Peachtree City Public Works facility.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Agreement hereby agree as follows:



**1.**

The County currently maintains a fueling station at its Public Works facilities on McDonough Road. The County shall allow vehicles owned by Peachtree City to be fueled at this fueling station on an emergency basis. The County will invoice Peachtree City for the direct cost of the fuel as charged to county departments.

**2.**

Peachtree City maintains a fueling station at its Public Works facilities on McIntosh Trail. Fayette County desires that certain pre-determined vehicles of the Fayette County Water Department (approximately 20 Vehicles) to fuel at Peachtree City's fueling station. Peachtree City shall allow a number of pre-designated vehicles to be fueled at the Peachtree City fueling station on McIntosh Trail. Peachtree City will invoice Fayette County for the direct cost of the fuel as charged to city departments and accessory equipment (Fuel Keys/Fobs) necessary to access the fuel station.

**3.**

In the case of emergency (e.g., the pumps are not working at a particular fueling station; inclement weather, etc.) all entities of this Agreement shall be allowed to fuel at any entity that maintains a fueling station. The entities shall be invoiced for the direct cost of the fuel as charged to each internal department.

**4.**

With respect to the fuel stations described in Paragraphs 1 and 2 of this Agreement, any party to this Agreement who is allowed to take on fuel at any of the above-described fueling stations shall indemnify, defend, and hold harmless the Owner of the respective fuel station, its agents and employees from and against all claims, damages, actions, judgments, costs, penalties,

liabilities , losses and expenses, resulting from vehicles being fueled at the fueling stations, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (I) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by an act or omission of the party allowed to use the fueling station, or anyone directly or indirectly employed by the party or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party to person described in this paragraph.

## 5.

The initial term of this Agreement shall be one (1) year. This Agreement will be Automatically renewed for a term of one (1) year commencing on the anniversary of the signing of this Agreement. Subsequent one (1) year renewal terms shall automatically begin on the Anniversary of the original renewal date. Should any party desire to terminate that party's participation in this Agreement, the party shall provide written notice of termination to all parties to this Agreement no later than thirty (30) days prior to the end of the original term or any renewal term. Upon receipt of a termination notice from any party to this Agreement, all remaining parties agree to immediately enter into negotiations to determine whether or not a substantially similar agreement may be put into effect upon the termination of this Agreement. Absent any such interest to enter into a new agreement by the remaining parties, termination by any party to this Agreement shall terminate the Agreement for all parties.

7.

If any paragraph provision, or clause of any part of this Agreement shall be declared invalid or unconstitutional, or if the provisions of any part of this Agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such a declaration shall not be construed to affect other portions of this Agreement not so held to be invalid, or other application of this Agreement to other circumstances not so held to be invalid. It is hereby declared as the intent of all parties that this Agreement could have been executed had such invalid portion not been included herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

FAYETTE COUNTY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
County Clerk  
(Seal)

CITY OF PEACHTREE CITY

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk  
(Seal)



**STATE OF GEORGIA****COUNTY OF FAYETTE****ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the CITY OF PEACHTREE CITY, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "City", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the City, hereinafter referred to as the "Agreement."

**WITNESSETH:**

WHEREAS, the County and the City desire the proper resurfacing of certain roads within the corporate limits of the City to promote adequate and safe means of transportation; and

WHEREAS, the County and the City desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and the County, the City and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,

excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the City for their approval prior to the work being performed.

2.

The City shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the City. The City agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The City is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The City shall furnish staging/cleanout areas each day for the paving equipment. The City shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The City agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on City roads.

4.

The City and the County agree that the roads or road segments identified on the Exhibit "A" are part of the City road system and, as such, shall be completely and solely within the City's jurisdiction and control. The resurfacing of the roads within the City is at the direction of the City



and the County assumes no interest in the title of said portion of the road within the City. In no manner shall the portion of the road(s) within the City be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the City, other than the resurfacing contemplated herein, shall be the sole responsibility of the City.

5.

The City warrants that it owns or has rights to resurface the portion of the road(s) within the City and further warrants that the performance of work on that portion of the road(s) within the City will not violate any restrictions, covenants, local or state law.

6.

The County shall resurface the City road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

7.

Upon completion of the City road work, the County will invoice the City for its share of the work as stated above. The City shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

8.

To the fullest extent permitted by law, the City agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold



harmless and indemnify the City and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the City that arise out of, or result from, the performance of the resurfacing on that portion of the road within the City, which are not incurred or suffered due to the negligence of the City.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first  
above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Maxwell, Chairman

Attest:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

CITY OF PEACHTREE CITY

By: \_\_\_\_\_  
Vanessa Fleisch, Mayor

Attest:

\_\_\_\_\_  
Betsy Tyler, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## Exhibit "A" Special Stipulations

Each year the City of Peachtree City shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed two and one-half (2 ½ ) miles for any calendar year unless special provisions are made and approved by the County Manager and the City Manager.

The Paving Allocation of two and one-half (2 ½ ) miles is allocated based upon the LMIG Allocation for the City of Peachtree City. This allocation can change based upon the City agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Peachtree City Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

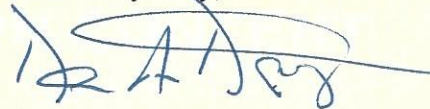
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement road paving services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Road Paving Services

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

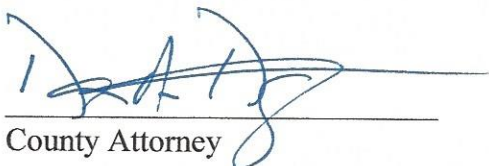
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



**STATE OF GEORGIA****COUNTY OF FAYETTE****ROAD RESURFACING AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Town of Tyrone, a municipal corporation lying wholly within Fayette County, Georgia, acting by and through its Mayor and Council, hereinafter referred to as the "Town", and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners, hereinafter referred to as "the County" to provide for certain road resurfacing within the corporate limits of the Town, hereinafter referred to as the "Agreement."

**WITNESSETH:**

WHEREAS, the County and the Town desire the proper resurfacing of certain roads within the corporate limits of the Town to promote adequate and safe means of transportation; and

WHEREAS, the County and the Town desire to coordinate their efforts, as hereinafter provided, in the resurfacing of roads that are listed on Exhibit "A" Special Stipulations which is attached to this Agreement. Said Exhibit "A" is hereby incorporated into the Agreement by this reference hereto.

NOW THEREFORE, for and in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the County, the Town and the County do hereby agree as follows:

1.

The County agrees to provide the labor and equipment, as available, for the resurfacing of the road(s) which have been identified in Exhibit "A." The County shall provide all paving activities,



excluding patching and milling. Any additional County responsibilities not listed in this paragraph may be contained in Exhibit "A," and such activities may be performed by third-party vendors. The County will provide an estimate of the cost of these ancillary activities to the Town for their approval prior to the work being performed.

2.

The Town shall reimburse the County for all materials (e.g., asphalt and tack), including over-run quantities for leveling and topping, and shall pay the County for the cost of materials within 30 days of invoice. All inadvertent overspray of tack on curb and gutter, driveways, lawns, etc., shall be cleaned up by the Town. The Town agrees to handle any prior local resident work notification within the work area, in conjunction with the County's paving schedule. The Town is responsible for path or sidewalk modifications and/or repair of any affected areas, as well as striping, if required. The Town shall furnish staging/cleanout areas each day for the paving equipment. The Town shall reimburse the County the cost of any third-party services utilized to perform the work. This may include, but is not limited to, striping, flagmen, equipment rental, leased dump truck, etc.

3.

The Town agrees to assist the County where possible to secure the work site and prevent the tampering, vandalism or theft of equipment, tools or materials left at the site by the County, its agents or employees, at the close of each working day. The County agrees to use certified flaggers and to follow the Manual on Uniform Traffic Control Devices (MUTCD) when working on Town roads.

4.

The Town and the County agree that the roads or road segments identified on the Exhibit "A" are part of the Town road system and, as such, shall be completely and solely within the Town's

jurisdiction and control. The resurfacing of the roads within the Town is at the direction of the Town and the County assumes no interest in the title of said portion of the road within the Town. In no manner shall the portion of the road(s) within the Town be deemed a County road. Unless otherwise agreed, the maintenance and repair of the portion of the road(s) within the Town, other than the resurfacing contemplated herein, shall be the sole responsibility of the Town.

## 5.

The Town warrants that it owns or has rights to resurface the portion of the road(s) within the Town and further warrants that the performance of work on that portion of the road(s) within the Town will not violate any restrictions, covenants, local or state law.

## 6.

The County shall resurface the Town road(s) in the same manner as the County resurfaces all other roads in the unincorporated County.

## 7.

Upon completion of the Town road work, the County will invoice the Town for its share of the work as stated above. The Town shall submit the payment due within thirty (30) days of receipt of the invoice from the County.

## 8.

To the fullest extent permitted by law, the Town agrees to and hereby does defend, hold harmless and indemnify the County and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the County that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the

County.

To the fullest extent permitted by law, the County agrees to and hereby does defend, hold harmless and indemnify the Town and its officers, directors, employees, agents and representatives from and against any and all claims, damages, demands, actions, judgments, losses, costs, penalties, liabilities, assessments and expenses including, but not limited to, attorney's fees incurred or suffered by the Town that arise out of, or result from, the performance of the resurfacing on that portion of the road within the Town, which are not incurred or suffered due to the negligence of the Town.

9.

Any additional terms and conditions which may exist between the parties may be found on Exhibit "A." To the extent that there may exist a conflict between the terms and conditions in this Agreement and the terms and conditions in Exhibit "A," the parties agree that any terms and conditions in Exhibit "A" supersede any terms and conditions within this Agreement.

10.

This Agreement is a full and complete statement of the agreement of the parties as to the subject matter hereof and has been authorized by proper action of the respective parties.

11.

Should any provision of this Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the full extent permitted by law.

IN WITNESS WHEREOF, the parties herein have set their hands and seals on the date first

above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

Attest:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

(SEAL)

TOWN OF TYRONE

By: \_\_\_\_\_  
Eric Dial, Mayor

Attest:

\_\_\_\_\_  
Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



### Exhibit "A" Special Stipulations

Each year the Town of Tyrone shall provide Fayette County with a list of roads to be resurfaced in that calendar year. The list shall be provided to Fayette County as early as possible and include the limits of road work, corresponding length for each road, and cumulative length of all the roads. The aggregate length shall not exceed one (1) mile for any calendar year unless special provisions are made and approved by the County Manager and the Town Manager.

The Paving Allocation of one (1) mile is allocated based upon the LMIG Allocation for the Town of Tyrone. This allocation can change based upon the Town agreeing with the other cities in the County to a differing allocation and providing such written notice to the County.

Provided below is a preliminary list of streets for the next three years. The list may be modified at any time at the request of the Town of Tyrone Public Works Director and with approval by the Fayette County Director of Public Works.

Any additional County responsibilities particular to a specific Road shall be described below with the listed road.

CY 2018

CY 2019

CY 2020



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY:FAYETTE

Service:Recreation

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **Peachtree City, Tyrone, Brooks**)
- d.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.



## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County	County General Fund and User Fees
Fayetteville	City General Fund and User Fees
Peachtree City	City Hotel/Motel Tax and User Fees
Tyrone	City General Fund and User Fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
Facility Sharing	Fayette County and BOE	1980 Ongoing
Recreation Facility and		
Program Agreement	Fayette County and Peachtree City	2/22/2018
	Fayette County and Tyrone	2/22/2018

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Fe., 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

COUNTY OF FAYETTE

STATE OF GEORGIA

RECREATION PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the city of Peachtree City, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "City"), for the purpose of furthering recreational opportunities for County and City residents.

W I T N E S S E T H:

WHEREAS, the governing bodies of the County and the City are mutually interested in an adequate program of community recreation under the auspices of the County's and the City's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the City have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the City; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the City is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the City, the County and the City agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The City will make general recreation programming available to County residents for community recreation activities. Any General Recreation Program Fees charged by the City to the County residents shall be no greater than the general recreation program fees charged to City Residents.

2.

The County agrees to pay to the City the sum of ONE HUNDRED FIFTY THOUSAND AND 00/100 (\$150,000.00) DOLLARS with said amount to be used by the City to operate recreation facilities in the City. Fayette County and Peachtree City shall review the allocation every three years to determine if an adjustment is warranted based upon changing operational costs. This Agreement shall be renewed automatically for additional one (1) year terms unless either party provides written notice of termination at least ninety (90) days prior to the end of the then current term. Subsequent renewals shall occur automatically absent proper written notice to terminate this Agreement

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on City facilities as contemplated in this Agreement shall remain the property of the City.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By:

ATTEST:

\_\_\_\_\_, Chairman

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

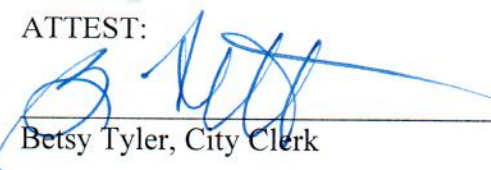
(SEAL)

MAYOR AND COUNCIL OF THE  
CITY OF PEACHTREE CITY, GEORGIA

By:

  
Vanessa Fleisch, Mayor

ATTEST:

  
Betsy Tyler, City Clerk

Approved as to form:

  
\_\_\_\_\_  
City Attorney



LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
PATRICK J. FOX  
PHILIP P. GRANT  
DENNIS A. DAVENPORT  
PATRICK A. STOUGH  
MEREDITH F. McCLURE  
E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
(770) 461-5863

February 1, 2018

The Honorable Eric K. Maxwell, Chairman  
Fayette County Board of Commissioners  
140 Stonewall Avenue, West  
Suite 100  
Fayetteville, Georgia 30214

Re: Disclosure of possible conflict of interests

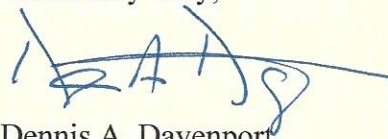
Honorable Chairman Maxwell:

Fayette County (the "County") and the Town of Tyrone (the "Town") are both parties to a 2018 agreement for recreation services ("the Agreement"). McNally, Fox, Grant & Davenport, P.C. (the "Firm"), currently serves as legal counsel for both the County and the Town. The possibility of conflict between the parties is ever present. As such, a conflict of interest could arise for the Firm in representing both sides. However, the Firm reasonably believes it can provide competent and diligent representation to each client over the term of this Agreement and that any risk of material and adverse effect to either client can be avoided. This representation is not prohibited by law; the Firm intends to continue its representation of both the County and the Town and extend its counsel to the matter of this Agreement.

The Firm is confident in its ability to represent both parties to this Agreement and has counseled representatives of the County on the issue. Information that is reasonably sufficient to permit the County to appreciate the significance of the matter at issue and the alternatives to Firm representation in this matter has been provided. Further, the County has been advised to consider its consent carefully and, if necessary, seek independent legal counsel on the matter.

The Firm believes that it is the intent of the County to retain the Firm for its legal representation in all matters, including this Agreement. Please execute the enclosed Acknowledgment of Disclosure and Confirmation of Informed Consent. The Firm appreciates this opportunity and looks forward to providing representation on this matter. Should any questions arise please do not hesitate to contact me.

Yours very truly,



Dennis A. Davenport  
County Attorney

Enclosure

## Acknowledgment of Disclosure and Confirmation of Informed Consent

### Recreation Services Agreement

On behalf of the County, please sign below to indicate confirmation of the Firm's disclosure of a possible conflict of interest and discussions with the County regarding same. This acknowledgment will serve to demonstrate the consent of the County to the Firm's representation in this Agreement. We are also asking the Town to execute an acknowledgment of disclosure and confirmation of informed consent to the Firm's representation as to this Agreement.

The County hereby acknowledges the receipt of this disclosure and confirms the its informed consent to continued representation concerning this Agreement by the Firm by signing below.

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

FAYETTE COUNTY  
BOARD OF COMMISSIONERS

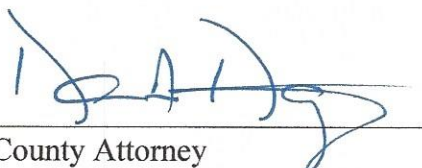
(SEAL)

By: \_\_\_\_\_  
Eric K. Maxwell, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

  
\_\_\_\_\_  
County Attorney



COUNTY OF FAYETTE

STATE OF GEORGIA

# RECREATION FACILITY AND PROGRAM AGREEMENT

This Recreation Facility and Program Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Fayette County, Georgia, a political subdivision of the State of Georgia acting by and through its Board of Commissioners (hereinafter referred to as the "County"), and the town of Tyrone, a municipal corporation of the State of Georgia acting by and through its Mayor and Council (hereinafter referred to as the "Town"), for the purpose of furthering recreational opportunities for County and Town residents.

## WITNESSETH:

WHEREAS, the governing bodies of the County and the Town are mutually interested in an adequate program of community recreation under the auspices of the County's and the Town's respective Recreation Departments; and

WHEREAS, said governing bodies are authorized to enter into agreements to cooperate in the cultivation of citizenship by providing adequate programs for community recreation; and

WHEREAS, the County and the Town have established Recreation Departments responsible for carrying out the purposes of community recreation in the County and the Town; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, full cooperation between the County and the Town is necessary; and

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged by the County and the Town, the County and the Town agree to cooperate with each other in carrying out the above purposes, and to that end, they agree as follows:

1.

The Town will make available all Town recreation facilities to County residents for community recreation activities. Any user fees charged by the Town to County residents shall be no greater than the user fees charged to Town residents.

2.

The County agrees to pay to the Town the sum of EIGHTEEN THOUSAND AND 00/100 (\$18,000.00) DOLLARS with said amount to be used by the Town to maintain and operate recreation facilities in the Town.

3.

It is further agreed that any permanent improvements or any equipment that is permanently affixed on Town facilities as contemplated in this Agreement shall remain the property of the Town.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date  
first above written.

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA

(SEAL)

By: \_\_\_\_\_,  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
Tameca P. White, County Clerk

Approved as to form:

\_\_\_\_\_  
County Attorney

MAYOR AND COUNCIL OF THE  
TOWN OF TYRONE, GEORGIA

(SEAL)

By: \_\_\_\_\_  
Eric Dial, Mayor

ATTEST:

\_\_\_\_\_  
Dee Baker, Town Clerk

Approved as to form:

\_\_\_\_\_  
Town Attorney



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: Sewer

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayetteville, Peachtree City, Tyrone**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayetteville	User fees
Peachtree City	User fees
Tyrone	User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
FC Septic System Services	Fayette County and Peachtree City Water and Sewer	2002 - 2027
City of FVille Sewer	Fayette County and Fayetteville	2001 - none
Town of Tyrone Sewer	Fayette County and Town of Tyrone	2002 - none
WASA Sewer	Fayette County and PTC Water and Sewer Authority	2002-none

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Dec. 1, 2017

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BILLING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the “County”, and the **PEACHTREE CITY WATER AND SEWERAGE AUTHORITY**, a Georgia public body, corporate and politic, acting by and through its Board of Directors, hereinafter referred to as the “Authority”, for the purpose of the County providing billing services for the Authority, hereinafter referred to as the “Agreement”.

**W I T N E S S E T H:**

**WHEREAS**, the County and the Authority are parties to an existing billing services agreement entered into on or about January 24, 2002 (the “Prior Agreement”); and

**WHEREAS**, the County and the Authority desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

**WHEREAS**, the County and the Authority desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Authority, the County and the Authority hereby agree as follows:



1.

The Authority has previously provided the County a complete list of all active sewer customers of the Authority. The Authority will supplement the list on a monthly basis with any additions or deletions. The Authority is responsible for the accuracy of the billing list. The Authority will provide the County with the Authority's current sewer billing rates to be applied to the monthly water usage by the Authority's sewer customers.

2.

The County will supply the Authority with monthly reports concerning the Authority's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Authority at a cost agreed upon between the County and the Authority.

3.

The County shall bill the Authority's sewer customers identified by the Authority's list of sewer customers monthly based upon the Authority-supplied sewer rates applied to the water usage. The County will collect the funds due the Authority, including any additional service charges due the Authority, and will remit those funds to the Authority, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The Authority will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's

billing list and referred to the Authority for billing and collection of the account by the Authority.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer program changes required to service the Authority's sewer customers shall be paid by the Authority, after first being approved by the Authority. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Authority.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.


9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)

ATTEST:



*Floyd Jones*  
Floyd Jones, County Clerk

BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY

By: *Steve Brown*  
STEVE BROWN, Chairman

(SEAL)

ATTEST:

*John Harrell*  
John Harrell, Secretary

*William "Bill" Holland*  
WILLIAM "BILL" HOLLAND

PEACHTREE CITY WATER  
AND SEWERAGE AUTHORITY

By: *L.P. Mahler* ← 5  
~~TERRY GARLOCK, Chairman~~  
PHIL MAHLER, VICE-CHAIRMAN



## SERVICE DELIVERY STRATEGY

## FORM 2: Summary of Service Delivery Arrangements

## Instructions:

**Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1.** Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: FAYETTE

Service: *Water*

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) ☐ Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- b.) ☐ Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):
- c.) ☐ One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):
- d.) ☒ One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.): **Fayette County, Peachtree City, Fayetteville, Tyrone, Brooks, Woolsey**
- e.) ☐ Other (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

☐ **Yes** (if "Yes," you must attach additional documentation as described, below)

☒ **No**

If these conditions will continue under this strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

## SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

<b>Local Government or Authority</b>	<b>Funding Method</b>
Fayette County	User fees
Peachtree City	User fees
Fayetteville	User fees
Tyrone	User fees
Brooks	User fees
Woolsey	User fees

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change in service delivery or funding is anticipated.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

<b>Agreement Name</b>	<b>Contracting Parties</b>	<b>Effective and Ending Dates</b>
PTC Water Franchise	Fayette County, Peachtree City	11/5/2015 - 12/31/2035
1984 Water Purchase	Fayette County, Fayetteville	12/11/84 - 12/11/2034
Brooks Water Syst Operations	Fayette County, Brooks	5/13/2010 - not listed
Tyrone Franchise 04.01.2006	Fayette County, Tyrone	4/01/06 - 4/1/2056
Woolsey Franchise 04.11.1991	Fayette County, Woolsey	4/11/91 - 6/01/2040

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

7. Person completing form: **Steven A. Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: Feb 5, 2018

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

ATTACHMENT 13

COUNTY DEPARTMENT AGENDA REQUEST

Department:

County Commissioners

Presenter(s):

Jack Krakeel

Meeting Date:

Thursday, May 13, 2010

Type of Request:

New Business

wording for the Agenda:

Consideration of an agreement between Fayette County and the Town of Brooks allowing the County to assume operational responsibility of the Brooks Water System.

Background/History/Details:

The Town of Brooks owns and operates a small water system with less than 200 customers. Over time, the system has developed problems and relies on the County to provide adequate water to back up the supply from their well.

The agreement under consideration would allow the Fayette County Water System to fully operate and manage the Brooks Water System. The County would assume full responsibility for the provision of water service in Brooks, including expansions or extensions for future needs. The County will assume responsibility for replacing, upgrading, and updating meters, equipment, lines, and all other appurtenances needed to operate the Brooks Water System. This is a 50 year agreement.

The Town of Brooks will remain the owner of the Brooks Water System.

There will be a transition period during which the Town and County will work together to transfer the operation of the Brooks Water System from the Town to the County.

What action are you seeking from the Board of Commissioners?

The Town has already taken action on the agreement under consideration and has authorized their Mayor to execute same. Following discussion, the Board may take a similar action.

If this item requires funding, please describe:

The Fayette County Water System will take over the responsibility of billing Brooks' water customers. Operational costs as well as revenues will be integrated into the County's Water System. Asset values will be maintained for expenses related to the Brooks System.

Has this issue come before the Commissioners in the past?

No

If so, when?

Do you need audio-visual for the presentation?

No

Back-up Material Submitted?

Yes

STAFF USE ONLY

Approved by Finance

Yes

Reviewed by Legal

Approved by Purchasing

Not Applicable

Approved by County Clerk

Yes

Administrator's Approval

Yes

Staff Notes:



# TOWN OF BROOKS

Post Office Box 96  
Brooks, GA 30205

MAYOR  
Daniel C. Langford, Jr.

COUNCILMEN  
Lewis B. Harper  
Bob Rolader  
Steve F. Hayne  
Scott A. Israel

April 20, 2010

Jack Krakeel, Fayette County Administrator  
Fayette County Administration Building  
140 Stonewall Avenue West  
Fayetteville, GA 30214

Dear Mr. Krakeel:

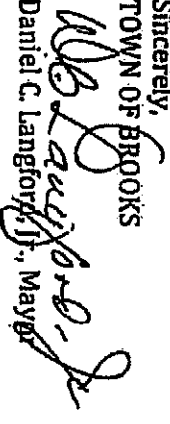
For more than six (6) months, we have worked with Fayette County to develop a mutually beneficial Agreement for Fayette County to Assume Operational Responsibility for the Water System of the City of Brooks, GA (hereinafter the "Water Agreement"). We greatly appreciate the time and effort that you have devoted to this project on behalf of the County.

Last night, at the request of the Fayette County Commission, the Town Council held its final discussion regarding the current version of the Water Agreement. This discussion was followed by a vote wherein the Town Council voted unanimously to accept the Water Agreement in its current form and authorized me to execute the Water Agreement on behalf of the Town of Brooks.

I am pleased to enclose two (2) executed ORIGINALS of the Water Agreement. It is my understanding that the Commissioners will vote on the Water Agreement at the next meeting. Assuming the vote results in the County's acceptance of the Water Agreement, kindly execute both ORIGINAL documents and return on fully-executed ORIGINAL to my attention.

We look forward to working with Fayette County with regard to this matter.

Sincerely,  
TOWN OF BROOKS

  
Daniel C. Langford, Jr., Mayor

Agreement

For  
Fayette County to Assume Operational  
Responsibility for the  
Water System of the City of Brooks, Georgia

March, 2010

STATE OF GEORGIA  
COUNTY OF FAYETTE

**AGREEMENT**

This Agreement is made and entered into by and between the City of Brooks, a Georgia municipal corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Brooks", and Fayette County, a Georgia municipal corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as "Fayette County".

The purposes of this Agreement are to:

Assure the continued provision of high quality, reliable, economical, safe and sanitary water service within the present and future corporate limits and service area of Brooks;

Provide for the orderly transfer of responsibility for the construction, operation, maintenance, management, and financing of Brooks' water system from Brooks to Fayette County; and

Assign the managerial, operational, and financial responsibility of operating, maintaining, and expanding the water systems serving the present and future corporate limits and service area limits of Brooks from Brooks to Fayette County.

Nothing within this agreement removes ownership of the Brooks Water System from the Town of Brooks.

WHEREAS, in order to promote effective and efficient water services, programs and facilities in the City and County and to avoid duplication of services, the parties hereto have reached the agreement herein specified pursuant to the provisions of Article IX, Section III, paragraph 1 of the 1983 Constitution of the State of Georgia;

WHEREAS, Brooks owns, operates, and maintains a water system within its corporate limits;

WHEREAS, Brooks desires to enter into an exclusive operating agreement for its water systems with Fayette County in accordance with the terms and conditions hereinafter stated;

WHEREAS, Fayette County agrees to assume full responsibility for the provision of water services in Brooks, including responsibility for Brooks' water system and related equipment and property rights; and

WHEREAS, Fayette County further agrees to operate, maintain and expand said water systems to accommodate planned growth and development within Brooks' planning and zoning jurisdiction in accordance with the terms and conditions hereinafter stated;

NOW, THEREFORE, for the considerations hereinafter stated, the parties do agree as follows:

- (a) This Agreement shall be for a period of forty-nine (49) years unless terminated or extended as provided herein. Brooks and Fayette County hereby agree that such duration is reasonable and necessary in light of the purposes of this Agreement.
- (b) No joint agency is established by this Agreement.
- (c) Fayette County shall have the sole responsibility and authority to appoint or otherwise employ the personnel necessary for the implementation of this Agreement.
- (d) The responsibility for financing the construction, operation and maintenance of the Brooks water system and any extensions thereof shall be in accordance with the terms of this Agreement. Fayette County shall be entitled to the receipt of all revenues from the Brooks water system and any extensions thereof.
- (e) Brooks agrees and grants the authority for appropriate employees of Fayette County to work and act in Brooks as necessary to carry out the purposes of this Agreement as appropriate under the ordinances and regulations of both Fayette County and Brooks.
- (f) For the purposes of operating the water system, Brooks shall assign to Fayette County and its assignees or successors, for the term of this Agreement and Fayette County and its assignees and successors shall receive from Brooks, in accordance with the terms and conditions set forth in this Agreement:
  - (i) All pipes, water lines, hydrants, pump stations, force mains, mains, meters, meter boxes, and service laterals, elevated water tanks, maintenance facilities, and all other appurtenances normally associated with, and owned by Brooks, and presently in use within Brooks' water system;
  - (ii) All of Brooks' rights, titles and interests in land, easements, and encroachment agreements necessary to own and operate Brooks' water system. All of the property and rights described above shall be hereafter referred to as "the Property";
  - (iii) All property currently used in the operation of the water system, but that is to be retained by Brooks, will be identified prior to the Assignment Date as defined in this Agreement (See Exhibit A);
- (g) Fayette County shall have the right to exercise its power of eminent domain within the current and future municipal and planning limits of Brooks for activities necessary to fulfill Fayette County's water service obligations defined in this Agreement; and
- (h) Cost of the assignment/operating transfer of the system from Brooks to Fayette County will be borne by Fayette County, and will be recovered through the water rates, fees, and charges that will be charged to Brooks customers as set forth in this Agreement.

## I. Definitions

The following words and phrases are defined as set forth below when used in this Agreement, unless a contrary meaning is clearly required by the context in which the word or phrase is used:

- (a) *Brooks' Service Area*: That service area allocated to Brooks in the Service Delivery Strategy as agreed between the parties or as may be amended hereafter.
- (b) *Effective Date*: The date on which all of this Agreement is approved and signed by all parties.
- (c) *Assignment Date or Closing Date*: The date on which title or leasehold to the subject water system passes from Brooks to Fayette County, which shall be a reasonable time after the Effective Date of this Agreement.
- (d) *Systems*: The real and personal property comprising Brooks' water system which is to be assigned to Fayette County.
- (e) *Inside City Rate(s)*: The rate(s) charged by Fayette County to the water customers inside the corporate limits of Brooks.
- (f) *Outside City Rate(s)*: The rate(s) charged by Fayette County to the water customers outside the corporate limits of Brooks.

## II. Assignment Date

The County Administrator of Fayette County and the Mayor of Brooks, or their designees, shall be responsible for determining all implementation details related to this Agreement not specifically addressed in this Agreement. The Assignment Date for this Agreement is \_\_\_\_\_, 2009. The Assignment Date shall not be delayed unreasonably by either party.

## III. Responsibility for Brooks System

Upon the Assignment Date, Fayette County shall assume immediate and sole duty and responsibility for financing, operating, maintaining, improving, and expanding the water systems serving Brooks' existing and future corporate limits and services area. Prior to the Assignment Date, Brooks will be responsible for the operation and maintenance of Brooks' water system. During the period after the Effective Date, but prior to the Assignment Date, Brooks will be responsible for the expansions to the Brooks water system, but will solicit participation from Fayette County staff regarding design standards and utility operations planning, to ensure that future expansions are in accordance with Fayette County policies, standards, and procedures. After the Operational Transfer Date, Brooks' water system shall be fully incorporated into the water system operated and maintained by Fayette County. Said duty and responsibility shall be in accordance with current and future policies, standards, and procedures of Fayette County, and shall be applied in the same extent and in the same manner as applied to other inside city customers of Fayette County.

#### IV. Right to Operate

Brooks hereby grants to Fayette County during the term of this Agreement, the right to design, construct, operate, maintain and perform all related activities required to operate, maintain, expand, upgrade and improve Brooks' water system in accordance with Fayette County's water system standards and policies for operation and performance, level of service, reliability, and redundancy. Said Right to Operate includes the encroachment authority for Fayette County to operate in all public rights-of-way over which Brooks has the sole authority or joint authority with the Georgia Department of Transportation. Said water system standards and policies shall be applied in Brooks to the same extent and in the same manner as applied to other customers of Fayette County's water system.

In all instances, Fayette County or its authorized contractor shall be required to restore and repair any street or other property of Brooks upon the completion of any construction, operation, maintenance, replacement, improvement or related activity causing damage thereto. Said restoration or repair shall be to the standards acceptable to Brooks.

#### V. System Upgrades and Improvements

Fayette County shall undertake and complete all activities relating to the design, construction, startup, and operation of the system upgrade and improvement projects agreed upon as a part of this Agreement. Said upgrade and improvement projects will be undertaken and completed by Fayette County to upgrade and improve Brooks' water system in accordance with Fayette County's water system standards for operation and performance, level of service, reliability, and redundancy. Fayette County may, at its discretion, undertake alternative upgrade and improvement projects that accomplish the same purposes as the projects agreed upon.

Any upgrades by Fayette County will be accomplished in accordance with Fayette County's normal operations and capital program prioritization process. The costs for the upgrade and improvement projects will be recovered from customers located in Brooks' Service Area through the schedule of rates, fees and charges as established by Fayette County.

#### VI. Notices of Violation

In the event that fines or penalties are levied by the State of Georgia for violation of Brooks' water system permits following the Assignment Date, payment of fines for notices of violations will be paid by Fayette County. Any fines or penalties for actions prior to the Assignment Date will be paid completely by the City of Brooks.

#### VII. Rates, Fees, Charges, and Penalties

Fayette County shall have the sole responsibility and authority to establish and set rates, fees, charges, and penalties necessary for the operation, maintenance, upgrade, improvement, and expansion of the water system. Subject to the provisions hereof, it is intended that the expansion, upgrade, improvement, operation and maintenance of the water system shall be on a self-sustaining basis. All revenues of Fayette County water system shall be used exclusively by the water fund for direct and indirect costs of the water operations. In maintaining and operating the water system, Fayette County will:



- (a) Set and charge reasonable rates, based on cost of service principles, to all classes of users of the water system;
- (b) Operate and maintain the water system consistent with Fayette County's obligation and commitment to provide proper, efficient, and environmentally sound water services now and in the future;
- (c) Use the revenues of the water system for:
  - (i) The maintenance and operation of the water system;
  - (ii) The payment of debt service or other debt instruments issued therefore, and the funding of resources in connection with the issuance of such debt for the water system;
  - (iii) The expansion, extension, upgrade, and improvement of the water system and such other purposes as Fayette County may deem proper for the operation of the water system;
  - (iv) Watershed protection activities; and/or
  - (v) Other lawful public purposes.

#### **VIII. Schedules of Rates, Fees, Charges, and Penalties**

Fayette County shall apply to customers located in Brooks' Service Area a schedule of rates, fees and charges sufficient to recover all of the costs, as determined by Fayette County, required to accomplish the water system assignment between Fayette County and Brooks. Said costs will include, but not be limited to, capital upgrades and improvements, administration and other transfer costs directly and indirectly related to the assignment of the water system. In no event will the County charge City customers more than 15% above the rate charged to customers located in the unincorporated areas of the County.

#### **IX. Representation and Warranties by Brooks**

Brooks makes the following representations and warranties to Fayette County:

- (a) Brooks is the sole owner of all water lines, pipes, meters, valves, meter boxes, laterals, and any other property assigned to Fayette County under the terms and conditions of this Agreement; and
- (b) Said facilities, property, land, equipment, information, and data is free and clear of all encumbrances

#### **X. Property Assignment**

Upon the Assignment Date of this Agreement, Brooks shall assign to Fayette County all of its rights and interests to all facilities, property, land, equipment, financial assets, information, and

data subject to this Agreement to Fayette County. The assignment of these assets does not transfer of ownership of the assets from the Town of Brooks to the Fayette County Water System.

#### **XI. Easements and Encroachments**

Brooks may have facilities installed on the properties of others for which it does not have express easements or encroachment agreements, and some facilities installed in streets and rights-of-way for which it has no encroachment agreements. In the event a landowner on whose land such a facility exists contests Fayette County's right to maintain such facilities, Fayette County shall notify Brooks in writing and Brooks shall be responsible to obtain at its expense the necessary easement, encroachment agreements or fee simple title across said land either by negotiation or by eminent domain. After Brooks has obtained such easement or fee simple title, it shall assign its rights thereof to Fayette County for the term of this Agreement. Any reasonable and direct expense borne by Fayette County in resolution of these disputed easements shall be paid by Brooks, and Brooks shall also make adequate reservation for the necessary rights-of-way for all planned water facilities prior to closing any street. If Brooks fails to comply with the provisions of this paragraph, Brooks shall reimburse Fayette County in full for all expenses incurred in acquiring the necessary rights-of-way by purchase or condemnation.

#### **XII. Financial Assets and Closeout**

The financial records of the City of Brooks water enterprise fund will be closed as of the Assignment Date of this Agreement. As of this closeout, the full amount of the Brooks utility fund equity will be assigned to Fayette County to be used for payments of water/wastewater debt service costs or capital improvements for the Brooks system. The accounting for all other asset and liability accounts will transfer at closeout to the Fayette County water enterprise fund, subject to audit verification by the Fayette County Finance Department and or an independent auditor. Brooks shall write-off all inactive accounts considered uncollectible and adjust other accounts to a current status prior to Fayette County's assumption of the financial accounts.

#### **XIII. Existing Brooks Water Supply Wells**

The existing City of Brooks water supply wells may be capped by Fayette County following the Assignment Date if Fayette County determines that sufficient water supply can be provided to Brooks by other means to compensate for the well production. The well capping shall occur after direct interconnections between the Fayette County water system and the Brooks water system are completed and direct water delivery from Fayette County has begun. Fayette County shall not be liable for maintaining any permits or other governmental requirements to continue use of the well at a future time.

#### **XIV. Expansion and Extension of Water Services**

Fayette County shall provide, maintain, and extend the water systems and facilities as may be required under applicable laws and regulations so as to serve present and future demands, and in particular so as not to impede the orderly growth and development of Brooks. Fayette County shall not practice or permit any discrimination against Brooks in the provision of such services based upon location of the point of service within Brooks' Services Area.

#### **XV. Requests for Service**

Upon the Assignment Date, all future requests for new service connections will be made to Fayette County. Request for new services that require extensions will be first presented to Brooks to assure all zoning and land use issues have been addressed then forwarded to Fayette County for approval of water plans. Both Brooks and Fayette County will provide information to customers and potential customers regarding details of service. Fayette County agrees to provide existing and future water customers located within Brooks' Services Area service of a quality comparable to the quality and quantity of service provided to water customers within the unincorporated areas of Fayette County. Fayette County specifically agrees that the geographical location of the water customers in Brooks Services Area shall not have any substantial effect on the quality of service or timing of repairs to be made by Fayette County. However, Fayette County shall decide whether it will extend service to new customers based upon proximity and feasibility of extending said services.

#### **XVI. Developer-Requested Extensions to the System**

Subject to the provisions of this Agreement, extensions of the subject water system that are undertaken by third-party developers shall be made under the policies published and used by Fayette County, and as may be amended from time to time. Said policies shall be uniform throughout Fayette County's water system, including those areas affected by this Agreement. Fayette County may, at its discretion, make changes to the extension policies as Fayette County determines to be appropriate. Said changes shall apply to all portions of the water system operated and maintained by Fayette County, including those areas located in Brooks' Service Area.

For water extensions outside of Brooks' municipal corporate limits, all applicable water extension policies of Fayette County's Water System will apply.

Utility fees and charges for new Brooks' customers may not be paid by Brooks or any other public entity, either directly or indirectly, as a part of an economic development program for Brooks. Violation of this condition will constitute a breach of the Agreement.

Approval for request for service or extension under provisions of this section will not be unreasonably withheld by either Fayette County or Brooks.

#### **XVII. Brooks-Requested Extensions to the System**

Brooks-requested extensions to the Brooks water system or extensions thereof required by Brooks beyond those included in the Fayette County Capital Improvement Program, shall be financed by Brooks and shall be accomplished by contract between Brooks and Fayette County. Reasonable notice to proceed with such extensions will be provided to Fayette County by Brooks, such that applicable time limitations can be met. However, under no circumstances shall Fayette County be liable to Brooks for the payment of damages, penalties, fines or any other monetary recovery as a result of any failure to satisfy such time limitations for Brooks-requested extensions. For extensions required due to annexation, annexation plans shall be submitted by Brooks to Fayette County to evaluate the feasibility thereof under then existing conditions.

**XVIII. Records Transfer**

Brooks shall transfer to Fayette County all available reproducible and electronic copies of any and all records, data, information, and models arising from the construction, operation and maintenance of Brooks' water system and any other related activity, including projects in progress, and including, but not limited to, the following:

- (a) Construction contracts, drawings, maps, and all other related documents evidencing the condition or location of any portion of the subject water system including such documents as may be in the possession of any engineer or other consultant of Brooks;
- (b) Billing, collection and payment records on all present customers of the subject water and sewer systems;
- (c) An accurate tabulation or listing of all actual service locations in the Brooks system to be assigned to Fayette County from Brooks, to include:
  - (i) Address - Number and Street;
  - (ii) Account Name (if active);
  - (iii) Billing Address for Each Account Number;
  - (iv) Account Numbers and all meter reading books and the history of all accounts for the past twelve (12) months;
  - (v) One Year's Account History; and
  - (vi) Meter Location Description.
- (d) Contracts or agreements for the supply of equipment, materials, supplies, and products;
- (e) Pending applications for water service;
- (f) Contracts or agreements to provide water and or sewer service currently in effect;
- (g) Receipts, accounts and other records of deposits made by all present and past customers of the Brooks Water Systems;
- (h) Any and all warranty information on any facilities, property, land, and equipment assigned to Fayette County pursuant to this Agreement;
- (i) Repair, maintenance, trouble, and emergency response records for all portions of Brooks' water systems;
- (j) Any and all notices of violation, legal actions, and lawsuits pertaining to Brooks' water system;

- (k) Plans, permits, reports, specifications, surveys, etc., for water facilities and operations;
- (l) Number and locations of all un-metered services;
- (m) Copies of all water system maps;
- (n) Copies of all easements;
- (o) Copies of all encroachment agreements;
- (p) Identification of all Brooks' customers;
- (q) Record of all assessments for system extensions;
- (r) Identification of all taps for which payment has been made;
- (s) Identification of all backflow prevention installations;
- (t) Identification of all Pretreatment Program installations;
- (u) Copies of such records as are necessary to inform Fayette County of the location of all facilities of Brooks for other utility operations;
- (v) Any other information, data, and records pertaining to Brooks' water utility;
- (w) Accounts receivable records; and,
- (x) Accounts payable records.

Brooks agrees that within a reasonable time after the Assignment Date, Brooks shall submit to Fayette County such accounting, commercial, engineering, planning, personnel, and facility records pertaining to Brooks' water system. Brooks may make copies of said materials for Brooks' records and archives. Prior to the Assignment Date, the County Administrator of Fayette County and Mayor of Brooks, or their designees, shall determine mutually satisfactory administrative details for the transfer of the above referenced records.

#### **XIX. Customer Transfer**

As of the Assignment Date, all customers and users of Brooks' water system shall become subject to all rules, regulations and ordinances of Fayette County as the same apply to all users and customers of the water system of Fayette County, and as same are now or may hereafter be amended. Such rules, regulations and ordinances and schedule of rates, fees, charges and penalties shall constitute a part of the Agreement between Fayette County and any customer or user of the subject water system and any extensions thereof for the provision of water service.

A team comprised of Fayette County and Brooks' staff shall develop a seamless transfer of customer accounts at Assignment Date in order to provide continuity of account activity. All accounting after the Assignment Date shall be made within the Fayette County utility enterprise fund.

**XX. Customer Deposits**

Following the Transfer Date, Brooks, under the direction of the Brooks Mayor or his designee, shall refund deposits by checks to be mailed to its customers.

**XXI. Billing Cycles**

As of the Assignment Date of this Agreement, Fayette County reserves the right to adjust the billing cycle for Brooks' water customers to a cycle at a time that Fayette County deems appropriate. Fayette County will make a good-faith effort to implement any changes to the billing cycle after customer notification and education by Brooks and Fayette County.

**XXII. Water Meter Readings**

At the Assignment Date, Fayette County shall assume all responsibility for reading all customer meters and for preparation of water bills. The transition of meter readings will be coordinated between the City and County.

**XXIII. Prior Agreements**

All prior agreements between Brooks and Fayette County pertaining to water services are rescinded as of the Assignment Date.

**XXIV. Existing Commitments**

Brooks may have certain commitments to developers of residential and non-residential projects inside and outside the corporate boundaries of Brooks.

Brooks will install the meters, set the boxes, and collect tap fees in all of such developments to fulfill its existing commitments prior to Assignment Date. Such completed services shall become a part of the property to be assigned herein from Brooks to Fayette County. If any commitments are left outstanding as of the Assignment Date, Brooks agrees to accept full financial responsibility to resolve the commitment.

**XXV. Existing Agreements**

Fayette County shall assume and honor all existing developer (as of the Assignment Date) contracts previously entered into by Brooks concerning Brooks' water system, provided that such contracts that require expenditure of Fayette County funds shall be reimbursed by Brooks in full within thirty (30) days after receipt of an invoice from Fayette County. Any such contract or agreement with third parties entered into by Brooks between the Effective Date and the Assignment Date shall require approval by Fayette County.



#### **XXVI. Discriminatory Agreement Disclaimer**

No existing special, discriminatory agreements with specific customers will be continued, honored, or assumed by Fayette County. Brooks represents and warrants to Fayette County that there are no discriminatory agreements between Brooks and any customer or user of Brooks' water system which will, nor may survive this Agreement and be binding upon Fayette County. For purposes of this Agreement, a discriminatory agreement is any agreement, contract or other understanding between Brooks and any customer or user of Brooks' water system that provides that:

- (a) Water service be extended and provided in a different manner than such service is extended and provided to the remaining customers or users of Brooks' water system as to quality, quantity, or any other aspect of extending and providing such service;
- (b) Water service be extended and provided upon the payment of a different schedule of rates, fees, charges, or penalties than is imposed upon the remaining customers or users of Brooks' water system;
- (c) Water service be extended and provided at a different cost or schedule for reimbursement of costs or any other aspect of paying for the extension and provision of water service than is imposed upon the remaining customers or users of Brooks' water system.

#### **XXVII. Conflict/Default Resolution**

In the event of conflict or default that might arise for matters associated with this Agreement, the parties involved agree to informally and formally communicate to resolve the conflict. If this communication is not successful in resolving the conflict, the matter will be presented to the County Administrator of Fayette County and the Mayor of Brooks or designated councilperson for resolution prior to any legal cause of action being filed.

#### **XXVIII. Fire Protection Services**

Fayette County shall be responsible for maintaining fire hydrants and services in a reasonable manner at a level equivalent to that maintained by Brooks at time of assignment of the system. This level of service shall include hydrant spacing, hydrant maintenance, and water volume and pressure available at the hydrant.

#### **XXIX. Ordinances to be Adopted**

As a condition of entering into this Agreement, Brooks shall adopt ordinances the same or substantially the same provisions as those adopted by Fayette County to regulate the proper use of the subject water system and any extensions thereof by the customers and users within the jurisdiction of Brooks. Said ordinances shall be reviewed and approved by Fayette County prior to adoption by Brooks, and will further grant to Fayette County all administrative, permitting, regulatory, and enforcement authority necessary for the regulation, operation, maintenance, and improvement of the water systems serving the Brooks Service Area. Brooks shall maintain updates and enforce such ordinances. Fayette County shall reimburse Brooks for the reasonable expenses of enforcing such ordinances.

### XXX. Amendment to Agreement

This agreement may be amended only by a document in writing, approved by the County Board of Commissioners of Fayette County and the Mayor and City Council of Brooks.

### XXXI. Customer Notification

Brooks agrees to use all practical means, including direct mailing, to notify customers of changes associated with this Agreement. Such notification shall include information on schedule and mechanics of transfer and information concerning Fayette County's policies and procedures.

### XXXII. Termination or Extension

(a) This Agreement may be unilaterally terminated by either party, in whole or in part, for any reason whatsoever. If the County decides to terminate this Agreement, it shall provide the City written notice of its intent to terminate by delivering in writing to the City at least one hundred and eighty (180) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination. If the City decides to terminate this Agreement, the City shall provide the County written notice of its intent to terminate by delivering in writing to the County at least sixty (60) days notice, a Notice of Termination specifying the nature, extent, and effective date of termination.

(b) If either party terminates this Agreement as provided for in subsection (a) above, or if this Agreement is not extended at the end of the term of this Agreement, City shall pay County for all capital improvements made to the systems on an amortized basis. Amortization shall be on a straight line basis over the life of the improvement(s). Both parties shall negotiate in good faith to make arrangements for the City to repay the County for any amounts due under this Agreement. In no event shall the amount owing the County pursuant to a termination by either party remain outstanding for more than one hundred eighty (180) days beyond the termination date unless the parties expressly agree to an extension of this time in writing prior to the expiration of the one hundred eighty (180) day period or unless a repayment plan has been approved by both parties prior to that date.

(c) This Agreement may be extended at the end of the term of this Agreement upon approval by the governing authority of each party for any period lawfully allowed by law.

(d) Nothing in this Agreement shall prohibit the parties from allowing the County to purchase the Brooks' water system at any time during the term of this Agreement upon terms mutually agreeable to the parties.

(e) If this Agreement is terminated by either party, the County agrees to sell water to Brooks upon the same or similar terms as the County sells water to other municipalities for a minimum period of five (5) years.

**XXXIII. Severability**

It is hereby the declared intention of Brooks and Fayette County that the paragraphs, sections, sentences, clauses, and phrases of this agreement are severable. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by Brooks and Fayette County without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

**XXXIV. Notices**

Whenever written notice is required under this agreement, said notice shall be sufficient when received by the County Administrator of Fayette County or the Mayor of Brooks. Said notice may be mailed or hand-delivered but shall not be effective unless actually received.

FAYETTE COUNTY, GEORGIA

(SEAL)

Jack R. Smith  
Jack R. Smith, Chairman

Attest:

Carol Chandler  
Clerk

CITY OF BROOKS, GEORGIA

(SEAL)

Dan Langford  
Dan Langford, Mayor

Attest:



Carol Chandler  
Clerk

## WATER FRANCHISE AGREEMENT

**WHEREAS**, the City of Peachtree City, a municipal corporation of the State of Georgia (hereinafter the "City") owns certain property, easements and right of ways within the corporate limits of Peachtree City, Georgia, including but not limited to Lake Peachtree (hereinafter the "Lake"); and

**WHEREAS**, through a series of intergovernmental agreements beginning in 1966, and amendments thereto, between the City (or Georgia Utilities Company) and Fayette County, Georgia (hereinafter the "County"), the City has granted to the County water withdrawal rights from the Lake which has enabled the County's provision of drinking water from the Lake for the County's water system; and

**WHEREAS**, through such agreements, the City granted the County the exclusive right, privilege and franchise to enter the corporate limits of the City and therein construct and thereafter operate, maintain, repair, replace, add to, extend and improve certain components to the County's water system; and

**WHEREAS**, in accordance with said previous agreements, the County is presently dredging certain areas of the Lake bed to remove siltation; and

**WHEREAS**, the City and the County have also entered into an agreement entitled the "Loghouse Well Agreement" as of June 10, 1993 to expire on October 11, 2034 whereby certain rights and responsibilities were set out between the City and the County pertaining to the treatment of water from the Loghouse Well; and

**WHEREAS**, the City and County (hereinafter collectively the "Parties" or individually a "Party") wish to enter into a new agreement which replaces and supersedes all of the following previous agreements: 04/01/1966, 05/23/1966, 04/21/1981, 09/17/1984, 10/18/1984, 03/29/1985 and extends their partnership through the end of the calendar year 2035, and terminates that agreement known as and referred to as the "Loghouse Well Agreement" entered into as of June 10, 1993;

**WHEREAS**, the entering into of this intergovernmental agreement (hereinafter the "Agreement") is authorized under the Constitution and laws of the State of Georgia, particularly Article IX, Section II, Paragraph III and Article IX, Section III, Paragraph I of the Georgia Constitution.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements set forth herein, the City, acting by and through its Mayor and Council, and the County, acting by and through its Board of Commissioners, do hereby agree to the following terms and conditions.



**Section 1. Term of Agreement**

1.1 The preamble is incorporated here by reference as if fully restated.

1.2 This Agreement shall become binding and effective upon the date of the last signature hereto, and the term of this Agreement shall be that period of time between said date and 11:59 PM of December 31, 2035.

1.3 The agreement entitled the "Loghouse Well Agreement" which was entered into by the City and the County as of June 10, 1993 with an expiration date of October 11, 2034 is terminated completely as of the effective date of this Agreement. The County shall provide water to the City at the commercial wholesale water rate in exchange for terminating the "Loghouse Well Agreement." The City will assume the maintenance and operation of the well, once the County has brought the well up to full operational condition.

**Section 2. Water Withdrawal from the Lake**

2.1 For the purpose of providing water to the citizens, businesses and governmental entities in the City and the County, the City grants to the County the right to withdraw water from the Lake at or within five hundred feet (500') of the dam of the Lake and in the amount not to exceed four million, five hundred thousand gallons per twenty-four hour day.

2.2 In exchange for the water withdrawal rights granted in this Agreement, the County shall operate and maintain in good working order (including repair and replace) its water withdrawal system and ensure that in the exercise of such rights the County does not adversely impact the soundness of the Lake dam and spillway. Furthermore, the County agrees to operate the dam and spillway at no cost to the City and indemnify the City for any damage to the dam and spillway resulting from the County's negligent operation of same. The County's operation and maintenance of the dam and spillway will occur consistent with the County's standard operations and maintenance procedures which are required to be employed for a drinking water reservoir. All employees of the County who perform the operations and maintenance on the dam and spillway will remain employees of the County. Maintenance of the dam may include removal of trees from the dam. Should it be determined by the appropriate state agency that removal of the trees from the dam is consistent with best practices for dam maintenance, the County shall take all necessary action to cause the trees on the dam to be removed. If, however, the appropriate state agency determines that removal of the trees on the dam is not consistent with best practices for dam maintenance, and the City still desires the trees to be removed, the City and County will agree on the appropriate terms and conditions under which such removal shall occur. To the extent there is any seepage of water through the dam, and such seepage is the result of a lack of maintenance or improper maintenance, the County will take all necessary action to cause the seepage to cease. The City agrees to exercise its best efforts to take all reasonable measures which would result in a reduction of silt being introduced into the Lake.



2.3 Except for dredging, maintenance, repairs, or when the City replaces the spillway as provided under paragraph 2.8 of this Agreement, the County and the City agree to exercise their best efforts to maintain the water in the Lake at a minimum pool level of 784.4 feet Mean Seal Level NAVD88 ("Minimum Pool Level").

2.4 The City acknowledges that the County has a permit to withdraw water from the Lake and a permit to withdraw from Lake Kedron through the Lake, and it agrees to cooperate with the County in maintaining said permits which are attached hereto and incorporated herein as Exhibit "A". The County covenants and agrees to provide the City with advance notice of its intention to no longer renew or transfer said permit(s) and to cooperate with the City if the City desires to secure water withdrawal rights. To the extent that it is under the County's reasonable control, the County covenants and agrees to maintain said permits for the life of this Agreement unless it transfers said permits to the City or unless otherwise ordered by the State.

2.5 The County acknowledges that it does not have nor does this Agreement convey any general right of public or private access to or use of the Lake except that which is needed by the County to withdraw water and perform its obligations under this Agreement.

2.6 Under previous agreements, the County was obligated to dredge the siltation and remove vegetation in certain areas of the Lake. This dredging obligation occurred when the City and the County jointly inspected and tested the condition of the Lake to determine the amount of dredging required, if any, on at least an eight to ten (8-10) year cycle. The Parties desire to transition to new methodology in order to determine when future dredging should occur. The Parties agree that a bathymetric survey will be performed to determine the topography of the entire Lake bottom, accurate to within two tenths of one foot (0.2'). This bathymetric survey shall occur on or before January 15, 2016 and shall serve as the Baseline Survey for the following joint dredging event ("Baseline Survey"). The cost of the Baseline Survey shall be borne by the County. Thereafter, a bathymetric survey shall be performed within 90 days after January 15, 2030 ("2030 Survey"). The 2030 Survey shall be done by the City and the cost of same shall be divided equally between the City and County, fifty percent (50%) each. A Registered Land Surveyor licensed to practice in the State of Georgia will prepare all bathymetric surveys required under this Agreement.

2.7 Within 12 months of the certification by the registered land surveyor of the 2030 Survey, the City shall commence dredging within Zone 1, which is depicted in Exhibit "B" attached hereto and incorporated herein as Zone 1 ("Joint Dredging"). The City and the County shall be obligated to divide the cost of the Joint Dredging equally between the City and County, fifty percent (50%) each. The County agrees to contribute to the City up to ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS toward the City's portion of the cost of the Joint Dredging. (For example, if the dredging costs \$3 million, then the cost of the dredging would be divided in half with \$1.5 million allocated to each party. The County would then contribute its pledged \$1 million to the City's \$1.5 million portion of the dredging cost. Additionally, if the dredging costs



less than \$2 million, then the cost of the dredging would be divided in half and the credit from the County to the City would be less than \$1 million.) The parties also agree to divide equally, fifty percent (50%) each, the costs for repairs to city and county roads damaged by trucks removing dredged sediment. The City and County agree that the City will be responsible for all actions necessary up to and including the dredging. The Joint Dredging will be for the purpose of removing that amount of silt which has accumulated since the Baseline Survey, plus and additional ten (10%) of that amount (the "Dredging Total"). To the extent that the City desires to perform dredging in excess of the Dredging Total, the County will not be responsible to participate in the cost of dredging in excess of the Dredging Total. The City acknowledges that all liability for the Joint Dredging operation will be borne by the City and that County's participation is limited only to its monetary contribution. Notwithstanding the Joint Dredging, nothing in this Agreement precludes the City from dredging any portion of the Lake at its own cost during the term of this Agreement.

2.8 In exchange for the City agreeing to accept all responsibility and liability for the dam, spillway, banks and bottom of the Lake, except where specifically stated otherwise in this Agreement, the County shall contribute monetarily to a new spillway for the Lake. Within 30 days from the City providing the County written notice that the City has entered into a construction contract to build the new spillway for the Lake, the County shall pay the City the amount of TWO MILLION AND 00/00 (\$2,000,000.00) DOLLARS towards the construction of such spillway. This payment is non-refundable; provided however, that the City shall refund to the County fifty percent (50%) of said sum if the new spillway is not complete within four years from the date said payment is made.

2.9 The Parties acknowledge that circumstances in the future may dictate that the intake pump structure at the Lake should be moved from the Lake to Lake Kedron in order to more adequately supply water for the County's water system. In the event that the County determines that such a move is in the best interest of the customers of the County's water system, the County will bear all expense in moving the intake pump structure from the Lake to Lake Kedron. The City agrees to cooperate with the County to enable the County to move the aforesaid intake pump structure from the Lake to Lake Kedron.

### **Section 3. Water Franchise**

3.1 Except as otherwise provided in this Agreement and for the purpose of providing water service to the citizens, businesses and governmental entities of the City and County, the City grants to the County the exclusive franchise rights to provide and operate its County owned and operated water system within public rights-of-way and public utility easements within the incorporated boundaries of the City; provided, however, that such grant does not include those public rights-of-way and public utility easements in those areas annexed into the City where water is being provided by some other utility at the time of annexation.

3.2 The County shall undertake to supply a reasonable amount of water service to all citizens, businesses and governmental entities of the City desirous of obtaining such water service.

3.3 The County shall have the right to construct, operate, maintain, replace, repair and extend its water lines and appurtenant structures within the public rights-of-way and public utility easements of the City.

3.4 The County shall in all cases restore all streets, highways, alleys, roads, sidewalks, cart paths, bridges, utilities, public and private facilities and places, and other things or grounds of the City disturbed by the County in the exercise of this Agreement to the condition prior to such disturbance, and shall conduct its operation, maintenance, repair, replacement, extension and additions to the system without undue obstruction of foot, bicycle, golf cart or vehicular traffic, and shall make all restorations as above required within a reasonable time.

3.5 It is expressly provided, however, that in the event the County shall hereafter be unable or unwilling, from time to time, to make additions, extensions and improvements to its water system within the present and future corporate limits of the City, then the City, if it desires to do so, may construct such additions, extensions and improvements, without violating this exclusive franchise agreement; provided, however, the City must first seek and be provided written notice from the County that it is unwilling or unable to make the additions, extensions and improvements desired by the City, or in any event after the expiration of ninety (90) days from the date the City furnishes the County with written notice of its desire for additional water facilities. The City, in constructing such additions, extensions and improvements, shall do so consistent with the County's laws, ordinances and regulations relating to such additions, extensions and improvements to the County's Water System. The City agrees that the County shall perform inspections to ensure that the construction of such additions, extensions and improvements is performed consistent with the County's laws, ordinances and regulations. Upon completion, the additions, extensions and improvements so constructed shall be the property of the County. In the event the City should construct said additions, extensions and improvements after receiving said notice from the County or after allowing for a timely response, the County shall furnish water service to the properties serviced by said additions and extensions. If the County provides notice that it will construct such additions and extensions needed to supply water service to such areas, then it must do so within a reasonable period of time.

3.6 The water rates imposed by the County shall be uniform within each class of customers regardless of whether the customers are located within or without the incorporated area of the City.



#### **Section 4. Miscellaneous Provisions**

4.1 The County covenants and agrees that it will indemnify the City and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the County's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the City of not less than sixty (60) days prior to the City taking action, the County fails to perform its obligations under this Agreement, the City may perform, but shall not be obligated to perform, such obligations. If the City so performs, the County shall reimburse the City for all reasonable costs and expenses incurred by the City. The City covenants and agrees that it will indemnify the County and hold it harmless from any loss, liability, claim or cause of action of any kind resulting from the City's (or its employees, contractors or agents) exercise of its rights, performance or failure to perform its obligations under this Agreement. If, after being provided written notice by the County of not less than sixty (60) days prior to the County taking action, the City fails to perform its obligations under this Agreement, the County may perform, but shall not be obligated to perform, such obligations. If the County so performs, the City shall reimburse the County for all reasonable costs and expenses incurred by the County.

4.2 Unless otherwise expressly agreed to by the Parties, the County shall pay for its performance of any right or obligation under this Agreement solely and exclusively from the revenues derived from its water system or from the proceeds received from the issuance of revenue bonds against its water system.

4.3 The Parties acknowledge and agree that each Party may in the future issue revenue bonds based upon the terms of this Agreement and that in so doing the holders of such revenue bonds hereafter issued by the County or City or both shall have an interest in the Parties' respective performance hereunder. The Parties covenant that this Agreement cannot be terminated, modified or amended in any way which would adversely affect the rights of any such bond holders without their express consent.

4.4 The Parties recognize that either party may sell revenue bonds to finance undertakings consistent with the exercise of the rights and obligations afforded under this Agreement. The County covenants to adopt, maintain and revise rates and collect fees and charges to the extent necessary to produce funds sufficient at all times to operate and maintain its water system on a sound basis, to pay the principal of and interest on any revenue bonds hereafter issued by County as same mature and to create and maintain an adequate reserve for that purpose, as well as to create and maintain a reserve for maintenance, extensions and improvements to the system. It is further recognized that the County may hereafter issue from time to time refunding bonds to refund any and all such bonds and the aforesaid covenant, relative to the adoption, maintenance and revisions of rates and the collection of fees and charges for water service and facilities would likewise be applicable to any such refunding bonds or obligations. The County, however, by the acceptance of this Agreement, covenants to operate and maintain, at all times, said system in a



business-like manner and that it will undertake to maintain rates and collect fees and charges on a reasonable and equitable basis and in keeping with its obligations under any resolution authorizing the issuance of any of its obligations, and that all such rates shall, as far as practicable, be uniform in application consistent with the cost involved.

4.5 “Notwithstanding paragraphs 4.3 and 4.4,” within 365 days prior to the date of the natural expiration of this Agreement or after its prior termination by either Party, if the County has the right to sell that portion of its water system within the limits of the City, excluding the Crosstown Water Treatment Plant, the Distribution Plant and all other components with the County’s water system within the City which distributes County water to areas outside the City limits, the City, upon written notice to the County therefor, shall have the right and option to purchase from County the water system, including pipes, lines, facilities and interest in real property within the existing corporate limits of the City, except for the aforementioned limitations. It is expressly provided, however, that the purchase price paid by the City to County shall be at least sufficient to comply with the provisions of any resolution adopted by County authorizing the issuance of any revenue bonds of the County which are then outstanding.

4.6 Any transferee, assignee or successor of County or City shall hold and exercise such rights, powers, privileges, liabilities, duties and obligations granted under this Agreement, subject to all the terms and conditions of this Agreement.

4.7 If by reason of force majeure either Party hereto is rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such Party gives notice and full particulars of such force majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period. Any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “force majeure” as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of a public enemy, orders of any kind of the Government of the United States, of the State of Georgia, or any civil or military authority or courts thereof, insurrections, riots, epidemics, landslides, lighting, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipe lines, partial or entire failure of water supply, and inability on the part of County to supply water services hereunder, and on account of any other causes not reasonably within the control of the Party claiming such inability.

4.8 This Agreement shall be construed under the laws of the State of Georgia. Should any phrase, clause, sentence or paragraph of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State or of the United States in any manner or respect whatsoever, it shall not be construed so as to effect any or all of the remaining terms and provisions, all of which shall remain in full force and effect.

4.9 If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreement or dispute shall be submitted to and decided by a panel of three arbitrators. The County shall appoint one arbitrator, and the City shall appoint one arbitrator. The two appointed arbitrators shall select a third arbitrator. If the two chosen arbitrators cannot agree on a third arbitrator, then such third arbitrator shall be appointed by the chief judge of the Superior Court of Fayette County after petition filed by either of the Parties. A majority of the three person panel is required to render a final decision, and such decision shall be binding on the Parties hereto, but may be appealed to the Superior Court of Fayette County.

4.10 Notices required in this Agreement shall be sent by certified mail return receipt requested or statutory overnight delivery to the following persons and addresses for each respective Party:

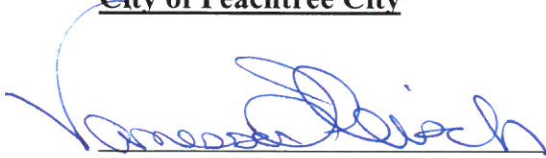
County: Fayette County, c/o Chairman, 140 Stonewall Ave., West, Suite 100, Fayetteville, Ga. 30214.

City: City of Peachtree City, c/o Mayor, 151 Willowbend Road, Peachtree City, Ga 30269.

4.11 Each of the signatories to this Agreement warrant and represent that he or she has the legal authority granted by his or her respective governing body to execute this Agreement and so bind his or her respective government to this Agreement.


4.12 The Parties agree that this Agreement shall constitute a full accord and satisfaction of all disputed claims which have arisen under the existing Agreements between the Parties, as amended, including any claims which have been asserted or could have been asserted as of the date of this Agreement, and that entering into this Agreement is not to be construed as an admission of liability upon the part of either Party.

**City of Peachtree City**

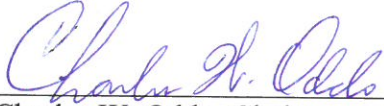
  
Vanessa Fleisch, Mayor

Date: 11/5/15

**Attest:**

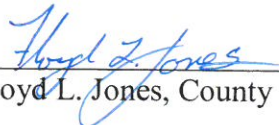
  
Betsy Tyler, City Clerk

**Fayette County**

  
\_\_\_\_\_  
Charles W. Oddo, Chairman

Date: November 12, 2015

**Attest:**

  
\_\_\_\_\_  
Floyd L. Jones, County Clerk



**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BILLING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the “County”, and the **CITY OF FAYETTEVILLE**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the “City”, for the purpose of the County providing billing services for the City, hereinafter referred to as the “Agreement”.

**W I T N E S S E T H:**

**WHEREAS**, the County and the City are parties to an existing billing services agreement entered into on or about November 15, 2001 (the “Prior Agreement”); and

**WHEREAS**, the County and the City desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

**WHEREAS**, the County and the City desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the City, the County and the City hereby agree as follows:

1.

The City has previously provided the County a complete list of all active sewer customers of the City. The City will supplement the list on a monthly basis with any additions or deletions.

The City is responsible for the accuracy of the billing list. The City will provide the County with the City's current sewer billing rates to be applied to the monthly water usage by the City's sewer customers.

2.

The County will supply the City with monthly reports concerning the City's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the City at a cost agreed upon between the County and the City.

3.

The County shall bill the City's sewer customers identified by the City's list of sewer customers monthly based upon the City-supplied sewer rates applied to the water usage. The County will collect the funds due the City, including any additional service charges due the City, and will remit those funds to the City, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The City will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the City for billing and collection of the account by the City.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer program changes required to service the City's sewer customers shall be paid by the City, after

first being approved by the City. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the City.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)



ATTEST:

  
Floyd Jones, County Clerk

BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY

By:

  
STEVE BROWN, Chairman

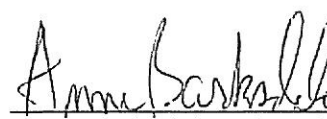
(SEAL)

MAYOR AND COUNCIL FOR THE  
CITY OF FAYETTEVILLE

By:

  
GREG CLIFTON, Mayor

ATTEST:

  
Anne Barksdale, City Clerk

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BILLING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 16 day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF BROOKS**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

**WITNESSETH:**

**WHEREAS**, the County and the Town are parties to an existing billing services agreement entered into on or about July 1, 2010 (the "Prior Agreement"); and

**WHEREAS**, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

**WHEREAS**, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any

additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer



program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

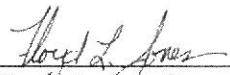
Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)

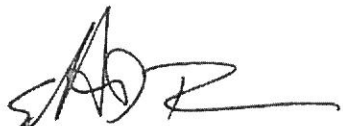
ATTEST:



  
Floyd Jones, County Clerk

**BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY**

By:

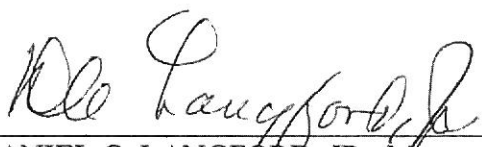
  
STEVE BROWN, Chairman


(SEAL)

ATTEST:

**MAYOR AND COUNCIL FOR THE  
TOWN OF BROOKS**

By:

  
DANIEL C. LANGFORD, JR., Mayor

  
Kimberly A. Morris, Town Clerk

**STATE OF GEORGIA**

**COUNTY OF FAYETTE**

**BILLING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into this 19<sup>th</sup> day of June, 2014, by and between **FAYETTE COUNTY**, a political subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as the "County", and the **TOWN OF TYRONE**, a municipal corporation of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "Town", for the purpose of the County providing billing services for the Town, hereinafter referred to as the "Agreement".

**W I T N E S S E T H:**

**WHEREAS**, the County and the Town are parties to an existing billing services agreement entered into on or about February 28, 2002 (the "Prior Agreement"); and

**WHEREAS**, the County and the Town desire to replace the Prior Agreement with this Agreement primarily to increase the billing cost per customer as recited in the Prior Agreement from \$1.00 per customer to \$1.62 per customer; and

**WHEREAS**, the County and the Town desire to incorporate all other rights and responsibilities provided in the Prior Agreement.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by the County and the Town, the County and the Town hereby agree as follows:

1.

The Town has previously provided the County a complete list of all active sewer customers of the Town. The Town will supplement the list on a monthly basis with any

additions or deletions. The Town is responsible for the accuracy of the billing list. The Town will provide the County with the Town's current sewer billing rates to be applied to the monthly water usage by the Town's sewer customers.

2.

The County will supply the Town with monthly reports concerning the Town's sewer customers. The monthly reports will include: the sewerage accounts receivable; the monthly sewerage adjustments; the monthly list of sewerage bad debts; the activity summary; the billing register; and the monthly remittance summary. The County will provide, when possible, additional reports requested by the Town at a cost agreed upon between the County and the Town.

3.

The County shall bill the Town's sewer customers identified by the Town's list of sewer customers monthly based upon the Town-supplied sewer rates applied to the water usage. The County will collect the funds due the Town, including any additional service charges due the Town, and will remit those funds to the Town, less the County's charge for the billing services as provided in paragraph 5 of this Agreement, by the 20<sup>th</sup> of the following month.

4.

The Town will notify the County of any adjustment made to an account in writing. When an account becomes 180 days past due, the account will be dropped from the County's billing list and referred to the Town for billing and collection of the account by the Town.

5.

The County will provide the monthly billing services and reports identified in paragraph 2 above, at the rate of \$1.62 per month per customer billed. Any equipment or computer

program changes required to service the Town's sewer customers shall be paid by the Town, after first being approved by the Town. Both parties agree that these rates are subject to change from time to time as determined by the Fayette County Board of Commissioners and approved by the Town.

6.

This Agreement shall continue in effect for three (3) years from the date first above written. Should either party desire to terminate this Agreement, written notice must be provided to the other party. A notice of termination will not be effective until 180 days subsequent to receipt of the notice by the other party. This Agreement shall automatically renew for an additional three (3)-year term unless either party provides the requisite 180-day notice of termination. The parties desire that this Agreement continually renew for additional three (3)-year terms unless and until one of the parties desires to terminate and provides the requisite 180 days notice of termination.

7.

This Agreement supersedes any and all other documents, including, but not limited to, the Prior Agreement, either oral or in writing, between the parties with respect to this subject matter. No other agreement, statement, or promise relating to the subject matter of this Agreement shall be valid or binding unless in writing and signed by the parties.

8.

The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the parties under this Agreement, shall be governed by the laws of the State of Georgia.

9.

Should a court of competent jurisdiction determine that any term, provision, or part of this Agreement is invalid, unenforceable, or void for any reason whatsoever, then such invalid, unenforceable, or void term, provision, or part shall be severed from the remainder of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

(SEAL)



ATTEST:

BOARD OF COMMISSIONERS  
OF FAYETTE COUNTY

By:

A handwritten signature in black ink, appearing to be "S. Brown", written over a horizontal line.

STEVE BROWN, Chairman

A handwritten signature in black ink, appearing to be "Floyd Jones", written over a horizontal line.  
Floyd Jones, County Clerk

MAYOR AND COUNCIL FOR THE  
TOWN OF TYRONE

(SEAL)

By:

A handwritten signature in black ink, appearing to be "Eric Dial", written over a horizontal line.  
ERIC DIAL, Mayor

ATTEST:

A handwritten signature in black ink, appearing to be "Dee Baker", written over a horizontal line.  
Dee Baker, Town Clerk





## SERVICE DELIVERY STRATEGY

## FORM 3: Summary of Land Use Agreements

**Instructions:**

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require an update of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

**COUNTY:TYPE COUNTY NAME HERE**

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

The Land Use plans of Fayette County, Peachtree City, Fayetteville and Tyrone have been determined to be reasonably compatible with no apparent conflicts at this time.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- ☐ Amendments to existing comprehensive plans
- ☐ Adoption of a joint comprehensive plan
- ☐ Other measures (amend zoning ordinances, add environmental regulations, etc.)

If "other measures" was checked, describe these measures:  
Describe "Other" Measures Here

**NOTE:**

If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

3. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances? Water agreements among Fayette County, Fayetteville and Brooks define the water service areas. Peachtree City Water and Sewerage Authority must have City Council approval to extend services outside city limits.

4. Person completing form: **Steve Rapson, County Administrator**

Phone number: **770-305-5100** Date completed: 12/1/2017

5. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? ☒ Yes ☐ No

If not, provide designated contact person(s) and phone number(s) below:

**TYPE CONTACT NAME, TITLE & PHONE HERE**



## SERVICE DELIVERY STRATEGY

# FORM 4: Certifications

### Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

**COUNTY: FAYETTE COUNTY**

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
FAYETTE CO BOARD OF COMMISSIONERS	Chairman	Eric Maxwell		
FAYETTE CO BOARD OF EDUCATION	Chairman	Barry Marchman		
FAYETTEVILLE	Mayor	Ed Johnson		
PEACHTREE CITY	Mayor	Vanessa Fleish		
TOWN OF BROOKS	Mayor	Dan Langford		
TOWN OF TYRONE	Mayor	Eric Dial		
TOWN OF WOOLSEY	Mayor	Gary Laggis		

# COUNTY AGENDA REQUEST

Page 554 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Southmill Fayette Homeowners Association (HOA) for tax years 2015, 2016 and 2017 in the total amount of \$3,726.00.

## Background/History/Details:

When a taxpayer feels that an error has occurred with respect to taxes paid to Fayette County on Real Estate and Personal Property tax bills, they have the right to request a Refund under O.C.G.A. 48-5-380. This request is given to the Tax Assessors' Office in order to be reviewed in detail by the County Attorney. Appropriate recommendation(s) are then forwarded to the Board of Commissioner's for their final approval of said requests.

A memo from the County Attorney is provided as backup with an explanation to approve tax years 2015, 2016 and 2017 of this request.

## What action are you seeking from the Board of Commissioners?

Approval of the County Attorney's recommendation to approve the disposition of tax refunds, as requested by Southmill Fayette Homeowners Association (HOA) for tax years 2015, 2016 and 2017 in the total amount of \$3,726.00.

## If this item requires funding, please describe:

The funding required will be for those refund requests where the overpayment of taxes (voluntarily or involuntarily) was a direct result of property that had previously been erroneously assessed and taxes have already been collected from the taxpayer(s).

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

LAW OFFICES  
**McNALLY, FOX, GRANT & DAVENPORT**

A PROFESSIONAL CORPORATION

100 HABERSHAM DRIVE

FAYETTEVILLE, GEORGIA 30214-1381

WILLIAM R. McNALLY  
 PATRICK J. FOX  
 PHILIP P. GRANT  
 DENNIS A. DAVENPORT  
 PATRICK A. STOUGH  
 MEREDITH F. McCLURE  
 E. ALLISON IVEY COX

TELEPHONE: (770) 461-2223

FACSIMILE: (770) 719-4832  
 (770) 461-5863

MEMORANDUM

To: Fayette County Board of Commissioners

From: McNally, Fox, Grant & Davenport, P.C.

Date: February 8, 2018

Re: Tax Refund Request – Southmill Fayette HOA, Inc

The Southmill Fayette Homeowners Association, (“HOA”) has requested a refund of street light fees assessed and collected by Fayette County for tax years 2015, 2016 and 2017. The tax commissioner is charged with assessing and collecting this fee through the annual ad velorum property tax billing. Southmill subdivision was platted February 21, 2014. On February 18 of 2014 the HOA was formed. The subdivision is equipped with street lights for which the individual lots in the subdivision have been assessed an annual fee of \$79.00 by the Fayette County Tax Commissioner. This fee was paid by the individual lot owners as part of their tax bills for 2015, 2016 and 2017. The HOA has also been assessed the streetlight fee and has paid these fees as part of its tax bill for 2015, 2016 and 2017. The streetlight fee has been assessed and collected twice.

A refund of local property taxes is recommended to provide remedy for a taxpayer in two circumstances. In the first circumstance, an error or illegality exists in the procedure used to assess and collect the taxes. In the second, the taxpayer has voluntarily or involuntarily overpaid taxes.

The HOA has been erroneously assessed a streetlight fee in 2015, 2016 and 2017. The fee was properly assessed against each of the individual lots of Southmill in 2015, 2016 and 2017. The lot owners are legally liable for payment of these fees and have rendered payment in the tax years at issue. A refund is recommended for the HOA for tax years 2015, 2016 and 2017 in the amount of the streetlight fee paid by the HOA.

2015	\$1242.00	Approval
2016	\$1242.00	Approval
2017	\$1242.00	Approval

Total recommended refund of \$3726.00





**Board of Commissioners**  
140 Stonewall Avenue West, Ste. 100  
Fayetteville, Georgia 30214  
770-305-5400  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

---

February 15, 2018

Southmill Fayette HOA, Inc. & C/O  
Homelink Property Management  
Shapsburg, Georgia 30277

**RE: Tax Refund Request**

Dear Southmill Fayette HOA,

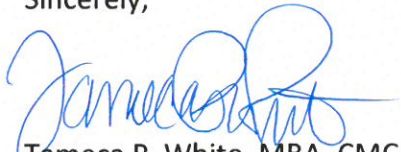
This letter is to notify you that your request for tax refund has been slated to appear on the Thursday, February 22, 2018 Agenda of the regularly scheduled meeting of the Fayette County Board of Commissioners, at 6:30 P.M.

That meeting will take place in the Public Meeting Room of the Board of Commissioners located at 140 Stonewall Avenue West, Fayetteville 30214.

Your request will be discussed and a decision to grant or deny your request will be made at that meeting.

Should you desire to be heard on the matter, please be present and prepared to address the commissioners at the appropriate time.

Sincerely,



Tameca P. White, MBA, CMC  
County Clerk

Cc: Ali Cox, Assistant County Attorney  
Joel Benton, Tax Assessor  
Kristi King, Tax Commissioner

# COUNTY AGENDA REQUEST

Page 557 of 557

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Discussion to insure that the Annual Retreat format includes all county departments and offices of the Constitution Officers and non-agencies, incorporating discussions related to policy, staffing programming, capital expenses and department goals, and to add an additional day if necessary, and that staff have the retreat books ready for distribution at least five days prior to the Annual Retreat.

## Background/History/Details:

At the January 26 BOC meeting, Commissioner Brown read a motion into the record "to revise the Board of Commissioners Retreat format to include all county departments and offices of the Constitution Officers and non-agencies, incorporating discussions related to policy, staffing programming, capital expenses and department goals, and to add an additional day." The motion passed by a vote of 5-0.

Unfortunately, Administrator Rapson did not allow the Department Directors to present, yet nearly all the directors were present for the 2017 retreat. It was also found out later that Mr. Rapson demanded that some requests coming to the Board of Commissioners at the 2017 retreat be altered in advance without the consent of the commissioners.

There also exists a habitual problem with getting the "retreat books" (meeting materials) to the commissioners in a timely fashion, sometimes just hours or a couple of days prior to the annual retreat.

## What action are you seeking from the Board of Commissioners?

To insure that the Annual Retreat format includes all county departments and offices of the Constitution Officers and non-agencies, incorporating discussions related to policy, staffing programming, capital expenses and department goals, and to add an additional day if necessary, and that staff have the retreat books ready for distribution at least five days prior to the Annual Retreat.

## If this item requires funding, please describe:

Not applicable.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

***\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes: